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Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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"To Enrich Lives Through Effective And Caring Service"

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April 26, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 April 26, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**AUTHORIZE THE EXECUTION OF A CONTRACT WITH THE LOS ANGELES COUNTY OFFICE
OF EDUCATION TO CONTINUE IMPLEMENTING THE CALIFORNIA STATE PRESCHOOL
PROGRAMS QUALITY RATING IMPROVEMENT SYSTEM BLOCK GRANT FROM THE
CALIFORNIA DEPARTMENT OF EDUCATION
(ALL DISTRICTS AFFECTED)
(3-VOTES)**

SUBJECT

A recommendation to authorize the Chief Executive Officer (CEO) to execute a contract with the Los Angeles County Office of Education (LACOE) to accept funds to continue implementing the California State Preschool Programs Quality Rating Improvement System (CSPP-QRIS) Block Grant from the California Department of Education (CDE) in the amount of \$546,000. Delegate authority to the CEO to execute contract extensions and amendments in accordance with the attached contract and delegate authority to the CEO to prepare and execute an agreement on a sole source basis with the University of California Los Angeles (UCLA) Center for Improving Child Care Quality to conduct assessments and ratings on child care facilities. The contract period is January 1, 2016 through September 30, 2016, but the County's work under the contract and acceptance of the CDE grant funds will not occur until after Board of Supervisors (Board) approval. The Office of Child Care (OCC), within the Service Integration Branch (SIB) of the CEO, will administer this contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the CEO to execute a contract (Attachment 1) with the LACOE to accept funds to implement the California State Preschool Programs CSPP-QRIS Block Grant in the amount of \$546,000. The OCC, within the SIB of the CEO, will administer this contract.

2. Delegate authority to the CEO to execute contract extensions and amendments, as appropriate and necessary, to carry out the terms of the attached contract. Approval, as to the form, will be obtained from County Counsel prior to executing any amendments.
3. Delegate authority to the CEO to prepare, execute, extend, and amend as needed a sole source agreement, substantially similar to the attached contract (Attachment 2), with UCLA to provide assessments and ratings of child care providers and center staff. Approval as to the form will be obtained from County Counsel prior to execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the CSPP-QRIS Block Grant is to create one quality rating system for child care providers in the County. The single quality rating system seeks to improve the quality of child care by assessing, enhancing, and communicating (to the public) the quality of CSPP-funded programs. This quality rating system will help support standardized practice among participating child care providers and increase the level of consistency in their practice.

On September 8, 2015, the Board authorized the Interim CEO to execute a contract with LACOE to implement the CSPP-QRIS Block Grant with funds from the California Department of Education (CDE). This is a second and separate contract with the CDE that continues the efforts begun under the first contract approved in September 2015. This contract provides additional funds to support CSPP-QRIS implementation in Los Angeles County.

The CEO seeks Board authority to execute a contract with LACOE. The CEO also seeks delegated authority to execute contract extensions and amendments to this contract, if necessary and as appropriate, to carry out the terms of the contract. Finally, the CEO seeks continued delegated authority to execute a sole source contract with UCLA as authorized in the September 8, 2015, Board Letter.

The LACOE is the lead fiscal and program agent to the CDE responsible for the administration of the CSPP-QRIS Block Grant. OCC will administer this contract.

The contract includes the following budget categories:

- \$334,000 – Salary and Employee Benefits
- \$212,000 – Services and Supplies

As previously stated, OCC will seek to enter into a contract with UCLA. The contracted services provided by UCLA will include observation, assessment, and analysis of child care facility ratings. UCLA is currently a partner in the Race to the Top-Early Learning Challenge (RTT-ELC) efforts supported by OCC and possess years of knowledge and experience providing services that would be difficult to duplicate. Contracting with other agencies would require an extensive learning curve and an insufficient time to accommodate the learning curve and complete the deliverables by the contract end date in September 2016.

Implementation of Strategic Plan Goals

The CSPP-QRIS Block Grant supports the County's Strategic Plan Goal 3: Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and

leverage resources through continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

Approval of the attached contract with LACOE will provide \$546,000 for the continued operation of the CSPP-QRIS Program. A budget appropriation was previously requested for the CSPP-QRIS Program in a September 8, 2015, Board Letter that provided sufficient spending authority for this contract. Funding will be included in the Chief Executive Office 2016-17 Fiscal Year Budget for program expenditures in the next fiscal year.

All costs associated with the implementation of this contract, as well as the UCLA agreement are covered by the grant. There is no net County cost and no County matching requirements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The OCC began implementing a Quality Rating and Improvement System (QRIS) in 2007 with the Steps to Excellence Program (STEP). QRIS programs include the rating of child care facilities, professional development training opportunities, and quality improvement grants. In 2011, the OCC was awarded the California Department of Education RTT-ELC grant to support continued implementation of QRIS programs. The RTT-ELC is a federal initiative designed to support QRIS efforts. There are sixteen (16) California counties currently participating in the RTT-ELC grant. In Los Angeles County, there are two agencies, OCC and Los Angeles Universal Preschool (LAUP) who administer distinct and separate RTT-ELC QRIS Programs. Both RTT-ELC programs end June 30, 2016.

The CSPP-QRIS Block Grant provides the opportunity to continue QRIS program implementation with a focus on providing services to California State Preschool Programs. To implement the CSPP-QRIS Block Grant, the OCC, LAUP, and LACOE have agreed to partner with each other to provide a portion of the QRIS program, thereby merging into one QRIS program for Los Angeles County. The respective roles for each entity for this grant are:

- LACOE will serve as administrative oversight for the grant and recruit participants;
- OCC will recruit participants, process applicants, conduct licensing verifications, and conduct quality ratings; and
- LAUP will provide coaching, professional development, and quality improvement grants.

Since LACOE is serving as administrative oversight for the grant, the OCC will be contracting with LACOE to implement its respective activities for the grant. This grant is an annual grant with anticipated ongoing funding from the Governor's adopted budget.

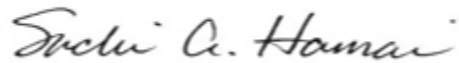
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The CSPP-QRIS Block Grant will extend child care quality rating and improvements services to California State Preschool Programs in the County and further maximize efforts with the development and implementation of a single rating system.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the CEO.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sachi A. Hamai".

SACHI A. HAMAI

Chief Executive Officer

SAH:JJ:FD

HK:VH:km

Enclosures

c: Executive Office, Board of Supervisors
County Counsel

Attachment I

C-15981:16
COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE
OFFICE OF CHILD CARE

QUALITY START LOS ANGELES (QSLA)
CALIFORNIA STATE PRESCHOOL PROGRAMS (CSPP)
BLOCK GRANT YEAR 2

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C-15981:16

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT

FOR

LOS ANGELES COUNTY (LAC)

QUALITY START LOS ANGELES (QSLA)

CALIFORNIA STATE PRESCHOOL PROGRAMS (CSPP)

BLOCK GRANT YEAR 2

HEAD START-STATE PRESCHOOL

THIS CONTRACT is made and entered into this 1st day of January, 2016, "Commencement Date," by and between the LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE;" and

COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE, through its **Office of Child Care**, a public agency located at 222 S. Hill Street, 5th Floor, Los Angeles, CA 90012, hereinafter referred to as "CEO-OCC."

A. QUALITY RATING IMPROVEMENT SYSTEM SERVICES AND AUTHORIZATION

QRIS, a federal initiative designed to promote substantial changes in the quality of our nation's early care and education system, was created under the Race to the Top-Early Learning Challenge (RTT-ELC) in which thirty (30) California counties are currently participating. The California Department of Education (CDE) administers the California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant.

The purpose of the QRIS Block Grant is to create a system that assesses, enhances, and communicates the quality of CSPP-funded center-based and family child care programs. The QRIS rating system is an opportunity for early care and education (ECE) providers to receive feedback about their current level of administrative and classroom quality, particularly since QRIS criteria are above and beyond basic licensing requirements. Participating providers receive information, coaching and incentives that assists them as they move toward progressively higher standards for each tier on the Quality Continuum Framework.

LACOE is the lead fiscal and program agent to the CDE responsible for blending two (2) local quality rating systems into one (1).

LACOE hereby contracts with CEO-OCC as specified herein. LACOE reserves the right to continue contract operations beyond the term provided in Section 2 provided Contractor completes in a satisfactory manner all conditions of this Contract, is in compliance with State laws and regulations, and LACOE receives continuous funding from CDE.

It is the expectation of LACOE that Contractor will partner, collaborate, and cooperate with LACOE, the Los Angeles Universal Preschool (LAUP), and Child Care Alliance of Los Angeles (CCALA) to implement a seamless and integrated QRIS for CSPP providers serving 70% (486) of the eligible 680 CSPP providers throughout the County in the initial implementation.

Contractor is solely responsible for its programmatic decisions and its financial obligations as a result of non-compliance with any law, regulation, policy, or requirements of this Contract. Contractor is an independent contractor and, therefore, LACOE is not responsible for their actions. This requires the Contractor to fully implement the terms and conditions of this Contract, perform the work as specified in its specific Scope of Work and Performance Indicators, inclusive of all written directives from LACOE to be in compliance with all applicable laws and regulations.

1. AUTHORIZATION AND ESTABLISHMENT OF QSLA PROGRAM SERVICES

LACOE, as a public contractor for the QRIS CSPP Block Grant and authorized by the California Education Code, Sections 8235 – 8239, Child Care and Development Services Act, funded by the Early Education and Support Division (EESD), California Department of Education (CDE), State of California (State), hereby contracts with CEO-OCC, Los Angeles Universal Preschool (LAUP) and the Child Care Alliance of Los Angeles (CCALA) for the creation and implementation of QSLA as specified herein.

2. TERMS OF CONTRACT

2.1 Effective Dates

This Contract is effective January 1, 2016, and continues in full force and effect through September 30, 2016, unless early termination occurs in accordance with the terms of Section 7, Enforcement Sanctions, Section 50, Termination of Contract, or funds are no longer available from the funding source(s).

2.2 Contract Amendments

If Contractor discovers any ambiguity, conflict, discrepancy, omission or other errors in this Contract, the Contractor shall immediately notify LACOE of such error in writing and request the modification or clarification thereof. LACOE-approved modifications shall be made by written amendment to this Contract. Changes, revisions, and/or amendments to this Contract must be made in writing, through Contract amendment requests, and mutually agreed upon by both parties, except as set forth in Section 4, Non-Appropriation of Funds, and Section 7, Enforcement Sanctions. Sanctions, including budget reductions, are made unilaterally by LACOE and LACOE shall issue such a letter specifying the sanctions and indicating the actions that must be taken to resolve the problem. Contractor shall have fifteen (15) days from the date of the letter to notify LACOE in writing if Contractor does not agree with the cited notifications, provide evidence that the problem/issue does not exist or has been corrected and to request a release from the enforcement action. If Contractor does not agree with, or do not accept the requirements for compliance, LACOE may notify Contractor of LACOE's intent to terminate the Contract as specified in Section 7, Enforcement Sanctions.

In the event there are Federal/State changes that affect provisions of this Contract, those changes shall supersede any and all affected provisions. It shall be LACOE's responsibility to advise Contractor of such changes through written directives and formal Contract amendments as appropriate.

2.3 Revising Exhibit – No Financial Impact

Both parties anticipate that during the course of this Contract, certain clarifying, non-economic revisions to the exhibits, which are a part of this Contract, may be needed. In these instances, LACOE shall issue such revised exhibit(s) accompanied by a cover letter specifying the exhibit being revised and indicating the revision number of such revision. Contractor shall have fifteen (15) days from the date of the cover letter to notify LACOE in writing if Contractor does not agree with, or does not accept, such revision except as specified in Section 2.2, Contract Amendments. Absent such timely, written notification, the revision(s) to exhibit(s) made in this manner shall be deemed accepted by all parties.

In addition, Contractor may, from time to time, submit to LACOE a Request for Advance Approval (RAA) or a Budget Adjustment Request (BAR). Contractor shall follow the LACOE RAA/BAR process as

described in the RAA/BAR manual. If such request from Contractor is approved by LACOE and will not increase or decrease the allocation specified in its corresponding Exhibit B2 Budget, a cover letter along with the approved RAA/BAR and any supporting revised exhibit(s) shall be issued to Contractor. LACOE will respond to Contractor's request within fifteen (15) work days, where all required documents and appropriate signatures are submitted with the RAA/BAR. Where required documents or signatures are not provided, the 15 work days shall begin upon receipt by LACOE of all required documents and/or original signatures. This timeframe is exclusive of any prior, written approval requirements of the California Department of Education or other funding sources.

2.4 Revising Exhibit with Financial (Budget) Impact

LACOE shall allocate funds as specified in Exhibit B2 to the Contractor for full and satisfactory performance of the work to be completed under this Contract, consistent with the service requirements as specified herein. If the stated amount is increased or decreased, the revised allocation shall be specified by a fully executed Amendment and a revised Exhibit B2.

3. DEFINITIONS

The definitions included below are provided in this Contract for easy reference. However, Contractor is reminded that it is bound by all other definitions included in all other applicable regulations.

Budget Adjustment Request (BAR) – A process used by Contractor to request approval for modifying its originally approved funding application budget. (See RAA/BAR Manual)

Day Definitions–

1. Day– Refers to calendar days unless specified otherwise in this Contract.
2. Work day(s) – Traditional days of work – Monday through Friday and excluding Saturday, Sunday and legal holidays.
3. Previous Day – Refers to the period immediately preceding the specified date.

Equipment or Capitalized Equipment – Tangible property having a useful life of more than one (1) year and an acquisition cost of \$7,500 or more per unit for purchases with QSLA funds. If Contractor has a more restrictive definition of “equipment,” the Contractor's definition shall apply and the dollar amount associated with the Contractor's definition shall apply. The determination that a purchase is equipment is determined at the time of acquisition.

Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself, herself or some other person.

Inventory – Supplies (including non-consumable supplies) and equipment as well as the process of documenting the amount and other characteristics of those items in one's possession.

Material Weakness – A significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement in the financial statements will not be prevented or detected by the organization's internal control system.

Nepotism – Favoritism in any form granted to an employee's, a Governing Body member's, or a Policy Committee/Policy Council member's: brother (brother-in-law, half, step), daughter (daughter-in-law, half, step), domestic partner, father (father-in-law, step), grandchild, grandfather (including grandfather of spouse), grandmother (including grandmother of spouse), mother (mother-in-law, step), sister (sister-in-law, half, step), son (son-in-law, half, step), spouse, any relative living in immediate household of employee, or the domestic partner of any of the immediate family listed above.

Non-Consumable Supplies or Non-Capitalized Equipment – Tangible property having a useful life of one (1) year or more and an acquisition cost of less than the Contractor's equipment (capitalized equipment) threshold and no more than \$1,000 per unit.

Quality Rating Improvement System – a locally determined system for continuous quality improvement based on a tiered rating structure with progressively higher quality standards for each tier that provides supports and incentives for programs, teachers, and administrators to reach higher level of quality, monitors and evaluates the impacts on child outcomes, and disseminates information to parents and the public about program quality

Request for Advance Approval (RAA) -- A process used by Contractor to request advanced approval for modifying originally approved funding application program and/or budget. Refer to RAA-BAR Manual.

Supplies – Tangible property having a useful life of less than one (1) year.

4. NON-APPROPRIATION OF FUNDS

LACOE's only financial and other obligation with respect to this Contract is contingent upon receipt of funds for the operation of the QSLA program from CDE. To the extent that LACOE does not receive such funds for which LACOE

contracts with Contractor to operate, this Contract may be terminated immediately or as directed by the funding source.

In this event, LACOE shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Contract, and Contractor shall not be obligated to perform any provisions of this Contract. LACOE shall notify Contractor in writing of any such non- appropriation reduction or lack of award of funds at the earliest possible date and shall attempt to provide for orderly closeout of program operations provided funds are received from the appropriate funding source(s) for this purpose.

If funding is reduced or terminated by the CDE for purposes of this Contract, LACOE shall have the option to either cancel this Contract, with no liability occurring to LACOE, or offer an amendment to this Contract to Contractor to reflect the reduced amount.

5. ACCESS

5.1 Access to Records/Sites

LACOE, the Comptroller General of the United States, CDE/CDD or any of their duly authorized representatives, including any LACOE monitor or independent auditors, shall have the right to timely and unrestricted access to any QSLA books, documents, papers, and records of the Contractor, or a subcontractor of the Contractor when such records are determined by any of them to be pertinent to the project for the purpose of making audits, examinations, photocopies, excerpts, or transcripts. Such access shall be granted by the Contractor, and any subcontractor employed by the Contractor, at such reasonable times as may be determined by the parties as specified herein. This right to access exists as long as the records are retained, which may exceed the required retention period or term of this Contract.

This access right is also intended to include interviews with board members, staff, parents, and third parties (including vendors who are providing services) of the Contractor concerning its QSLA operations. Failure or refusal to comply with the unlimited access requirement will result in such actions as may be deemed appropriate by LACOE.

The rights to any report, evaluation, book or any other material developed by the Contractor under the performance of this contract shall belong to LACOE and CDE.

5.2 Public Access

Contractor shall provide reasonable public access to information and to the Contractor's records pertaining to the QSLA program. LACOE shall not impose terms which limit public access to records except after a determination by LACOE that records must be kept confidential and would have been exempted from disclosure under California's Public Records Act or other applicable provision of law. This Section only requires Contractor to permit public access to the Contractor's records as specifically required by this Contract or other appropriate law and regulation.

6. ORDER OF PRECEDENCE

The terms and conditions of this Contract are subject to applicable State laws and regulations and the LACOE contract. In the event of a conflict, the following order of precedence shall prevail, using the most restrictive law or regulation:

1. California Education Code Section 8203.1; State Budget Act 6110-196-0001
2. California Code of Regulations Titles 5 and 22
3. CDE Funding Terms and Conditions and Program Requirements for QSLA Program
4. Other funding or regulatory agency requirements that may be more restrictive, i.e., Health Department, Fire Department, Building and Safety Department, etc.

7. ENFORCEMENT SANCTIONS

7.1 Contractor's non-compliance with any of the terms of this Contract may result in LACOE imposing any of the following sanctions:

- a. Termination of CDE funding as awarded by this Contract.

LACOE may at any time advise Contractor in writing of its intent to terminate this Contract in whole or in part. The remedies of LACOE set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or regulation.

- b. Complete or partial suspension or temporary withdrawal of Contractor's authority to obligate funds pending LACOE's

determination of Contractor's compliance with Contract requirements.

- c. Reduction of budget.
- d. Withholding of "cash advance" disbursement.
- e. Disallowance of all or part of the cost of activity or action not in compliance.
- f. Increased reporting and prior approval requirements.
- g. Increased program monitoring by LACOE staff.
- h. Other sanctions allowed by law, regulations, or LACOE procedures

7.2 Fraud

Activities that are determined to be engaged in or are a party to instances of fraud as defined in this Contract, including, but not limited to, submitting erroneous reports to reflect compliance with the Contract terms and conditions, shall be subject to the Contract consequences defined in Section 7.1 above. All suspected acts of fraud shall be reported to CDE.

8. REPORTING REQUIREMENTS

Non-compliance with any of the reporting requirements noted herein and described in Exhibit E may result in any of the sanctions described above in Section 7 Enforcement Sanctions of this Contract.

8.1 Required Reports

Required financial reports to be submitted by Contractor, and the frequency of submission of such reports, are specified in Exhibit E. In addition to the fiscal report, the Contractor must provide from its accounting system (and that of its subcontractors, consultants, and/or independent contractors) ledgers statements, or its equivalent, listing expenditures charged against this Contract. The listing shall include, as a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid and vendor name. All requests for travel expenses shall be in accordance with the travel limits established by California Statutes and LACOE Administrative Regulation (AR) 3350. The fiscal report will be reconciled with supporting expenditure documentations.

In addition to the reporting requirements contained in the Contract, LACOE will periodically request proof of transaction (invoice, payroll register, vacancy reports, etc.) to evaluate the appropriateness of costs to the Contract pursuant to CDE guidelines as necessary. This information, if requested, must be provided within 30 calendar days of

such request. The Contractor may also be required to submit a cost allocation plan to LACOE in support of its multipliers (overhead, indirect, general administrative costs and fringe benefits).

Other periodic reports may be required by LACOE as described under sanctions or as required by funding sources. These reports shall be submitted in accordance with instructions provided by LACOE. All reports shall be submitted on forms provided by LACOE, where such forms are applicable, and in the specified timeframe.

Contractor is required to track activity services as per the approved Exhibit A- Scope of Work. Contractor's quarterly and year-end report will be due to LACOE outlining key tasks and deliverables as specified in Exhibit E.

8.2 Delinquent/Incomplete Report Submission

Any incomplete forms, applications, requests, or reports will be returned to the Contractor within thirty (30) days or less from receipt thereof with an explanation of the incomplete non-compliance finding(s). Forms, applications, requests, or reports will not be processed until the incomplete non-compliant items are corrected, resubmitted within ten (10) working days from receipt, and approved.

B. CONTRACTORS' REQUIREMENTS

9. Contractor shall meet all objectives and activities as per approved Scope of Work in Exhibit A.

Based on the approved contract from CDE, Contractor will work with LACOE, LAUP and Child Care Alliance of Los Angeles (CCALA) to serve CSPP providers.

It is the intent of the partners that no provider in Stage 2 will remain in this stage more than 2 years.

To Be Assessed:	
<u>48</u>	Community Newbies- USDs/CBOs
N=48	

Below are the QSLA stages with the contracted lead agency specified for each of the three stages of QSLA services to be rendered to CSPP providers:

Stage 1 – Pre-assessment. Contractor will be the primary responsible party for conducting provider assessments. Assessment includes providers who have never received an initial rating or are preparing for a time 2 rating. Contractor will conduct assessment and rating of the selected providers as per Exhibit A Scope of Work by trained and highly qualified observers. Upon completion of the assessments, Contractor will transition provider ratings/files to QSLA coaching partners.

Stage 2 – Quality Improvement and Capacity Building. LAUP/CCALA will be the primary responsible parties for providing capacity-building support to providers who have received a tier rating of 1, 2 or 3 and require assistance to reach a rating of 4 or 5 and those in tiers 4 & 5 to support them in sustaining high quality. This stage is implemented by LAUP and CCALA and will include training, materials, and coaching and mentoring to assist the provider in closing the gaps and strengthening the program implementation to gain a higher rating. Providers in this stage will receive a secondary assessment and rating after two years of capacity-building support from Contractor pending CDE funding.

Additionally, providers in this stage that received the initial rating and some capacity-building support from RTT-ELC will only receive coaching through this grant. Coaching support is not provided through existing RTT-ELC QRIS funds, therefore this project will not supplant dollars.

Stage 3 – Sustainability/Incentives. LAUP/CCALA will be the primary responsible parties for providing incentives to providers that have received a tier rating of 4 or 5. These providers will receive financial incentives to assist them in maintaining the 4 or 5 rating. LAUP/CCALA will track, monitor and report financial incentives distributed to providers. Additionally, LAUP will be responsible for providing facility grants to eligible QSLA providers.

9.2 Use of Consultants, Subcontractors

Contractor is responsible for the selection, performance, and qualifications to provide services and payment to all consultants/subcontractors/independent contractors contracted by Contractor for all services provided in programmatic, fiscal or administrative areas. Contractor's consultants/subcontractors cannot be officers or employees of the Contractor or LACOE. Consultants must

not function as Contractor's employees, per IRS publication 15A. The use of consultants/subcontractors/independent contractors must be necessary for the performance of goals and activities outlined in the approved Scope of Work and reasonably charged and approved by the Contractor.

9.3 Qualifications of Observers:

QSLA quality ratings will be completed by Contractor as specified in Exhibit A. After Year 2, Contractor will transition the assessment and rating work in-house and institutionalize it as a County service.

Qualifications of observers include the following:

- Complete training in Environmental Rating Scales Institute (ERSI) for Early Childhood Environment Rating Scale, Family Child Care Environment Rating Scale, and Complete training in Classroom Assessment and Scoring System (CLASS) (Pre-K) provided by Teach stone for observational measures.
- Reviewer's reliability is certified and s/he must complete an inter-rater reliability check with the Center for Improving Child Care Quality (CICCQ) team's lead reviewer after every tenth quality review, or at least once every three months. For inter-rater reliability, reviewers must meet a minimum mean weighted Kappa (K) $\geq .70$ for each item of the measure.
- A Minimum of 70% reviewers' reliability on the Environment Rating Scale (ERS) and CLASS measures must be re-checked and certified every calendar year by ERSI and Teach stone.
- Reviewers evaluating documentation files as per the Quality Continuum Framework are also required to undergo an initial training to gain familiarity with the data collection tools being used to gather the information. Thereafter, reviewers must establish inter-rater reliability with CICCQ's lead reviewer. Reliability on the documentation review is also checked every tenth review or at least once every three months and must be re-established at the beginning of the next contract period.

9.4 QSLA Leadership Team Meetings

Contractor and its subcontractors, as needed, will participate in the QSLA Leadership Team meetings, outreach and activities as requested.

9.5 Annual Evaluation

Contractor and its subcontractors shall participate in the QSLA annual

evaluation. The annual evaluation may include surveys, focus groups, reflections on lessons learned and/or best practices, etc. via phone, email, and/or face-to-face.

C. LEGAL AND MANAGEMENT SYSTEMS RESPONSIBILITIES

10. EMPLOYEE FINGERPRINTING

10.1 At the time of the Contract award, and during the entire term of this Contract, Contractor, including all subcontractors, independent contractors, and/or consultants, shall fully comply with the provisions of Education Code Section 45125.1 when LACOE determines that the Contractor's employees and/or employees of subcontractors will have more than limited contact with minor children in the performance of work under the Contract.

10.2 Contractor shall:

- Provide for the submission of fingerprints of its employees, and the employees of all subcontractors who may have more than limited contact with minor children, to the California Department of Justice (CDOJ) in a manner authorized by the CDOJ.
- Keep, upon receipt from the CDOJ, such clearance documents on file and make them available for inspection by LACOE or its designee, upon request.
- Not permit any Contractor's employee, or employee of subcontractors, independent contractors, and/or consultants to come in contact with minor children until CDOJ clearance is ascertained.
- Certify, in writing (Exhibit F), to the Los Angeles County Board of Education that no Contractor's employee or employee of subcontractors, independent contractors, and/or consultants who may come in contact with minor children has been convicted of a violent or serious felony as defined in California Penal Code Sections 677.5 (c) and 1192.7 (c) respectively.
- Provide a list (to be submitted with Exhibit F), including periodic updates, of Contractor's employees' names and the names of Contractor's employees and employees of subcontractors, independent contractors, and/or consultants who have been

cleared by the CDOJ and who may come in contact with minor children.

- If the Contractor fails or refuses to comply with this Section 9, LACOE reserves the right for immediate termination of the Contract for noncompliance.
- Complete and submit the “Contractor Certification Regarding Compliance with Fingerprinting Requirements,” attached as Exhibit F, at the same time Contractor returns an executed copy of the Contract.

11. PROCUREMENT STANDARDS

Contractor shall be solely responsible for ensuring that entities with which it subcontracts are appropriately insured and licensed for the work to be performed. Any issues, claims, or consequences arising out of Contractor’s failure to verify appropriate insurance and licenses shall be the sole responsibility of the Contractor.

Contractor shall purchase equipment and non-consumable supplies with QSLA funding and may purchase such equipment. Contractor must submit a Request for Advance Approval (RAA) to LACOE if being considered and LACOE must approve the identified funding prior to Contractor’s purchasing the equipment. Inventory shall clearly identify the funding source for each item purchased.

Contractor shall obtain prior written approval from LACOE for the purchase of any unit of equipment over the threshold limit established by CDE (\$7,500 per unit item) or for renovation/alteration of facilities (\$5,000). If CDE approval is required prior to purchasing any unit of equipment or the renovation/alteration of facilities, LACOE will determine if the cost of the equipment or renovation/alteration is allowable, reasonable and necessary and, upon such determination, LACOE will request from CDE prior written approval to purchase the equipment or for the renovation/alteration. Contractor may not purchase any unit of equipment or perform any renovation/alteration on any facility without prior written approval from LACOE. Any such purchase or renovation/alteration is subject to disallowance of all costs associated with the equipment purchase or renovation/alteration without prior written approval.

12. PROPERTY MANAGEMENT

12.1 Definitions

1. Equipment – Tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$7,500.00 or more per unit for purchases with QSLA funds.
2. Non-Consumable Supplies – Tangible personal property having a useful life of one (1) year or more and an acquisition cost of less than \$7,500 and more than \$1,000.00 per unit.
3. Supplies – Tangible personal property having a useful life of less than one year.
4. Replacement Equipment – Equipment purchased in exchange for an existing item of equipment through trade-in, sale, exchange, or other means.

12.2 Use of Equipment and Non-Consumable Supplies

1. Use by the Contractor – Contractor shall use the equipment and non-consumable supplies in the QSLA program as long as Contractor is contracted by LACOE to provide QSLA program services. If equipment and non-consumable supplies are no longer needed by the appropriate contracted program whose funds were used to purchase the equipment or supplies, the ownership of the equipment and non-consumable supplies shall be automatically and immediately transferred to LACOE for instructions regarding appropriate disposition.
2. Shared Use – Provided this contract remains in full force and effect and is not terminated sooner and with prior written approval of LACOE, the Contractor may make equipment and non-consumable supplies available for use in other projects currently or previously supported by CDE, (first preference) or other State agencies, as long as there is no adverse impact on the QSLA program and with prior written approval of LACOE. Costs associated with the maintenance and upkeep of the shared use of equipment and non-consumable supplies shall be prorated between and among all projects sharing the equipment and non-consumable supplies.
3. Other Uses – Provided this contract is in full force and effect and with prior written approval from LACOE, Contractor may use the equipment and non-consumable supplies as specified herein part-time for other purposes. Any costs associated with the use of the equipment and non-consumable supplies for other purposes may not be charged to the QSLA program.
4. Under no circumstances shall Contractor maintain possession of any

QSLA equipment or supplies if LACOE discontinues this contractual relationship with Contractor without prior written approval from LACOE.

5. If any equipment or supplies were purchased with funds from multiple sources, Contractor will identify all items so purchased and request disposition instructions from LACOE. If Contractor dispose of said items without LACOE approval, the cost of any such items so disposed are subject to disallowance.

12.3 Property Management and Control System

1. Contractor shall take a physical inventory annually and shall reconcile the property records maintained by the Contractor. The inventoried property will include all QSLA funded equipment. At minimum the inventory documentation must document the verification of the existence, current utilization, and continued need for the equipment. Contractor shall submit a comprehensive inventory report to LACOE using LACOE provided forms.
2. Contractor shall maintain a control system to ensure adequate safeguards to prevent loss, damage, or theft.
3. Contractor shall maintain adequate preventive maintenance and repair procedures to keep property in good working condition.
4. Disposition or transfer of property purchased with QSLA funds shall be determined by LACOE, when such equipment is no longer needed for QSLA purposes.
5. In addition to the above, QSLA programs funded by LACOE are informed that LACOE retains title to any equipment or supplies and that the equipment and non-consumable supplies shall immediately be returned to LACOE upon termination of Contractor's Contract.

13. FACILITIES OPERATED BY CONTRACTORS

Contractor shall maintain facilities, at Contractor's cost and expense during the entire term of this Contract. Contractor is solely responsible for all payments for facilities unless stipulated otherwise in writing by LACOE.

14. RECORD RETENTION

Each Contractor receiving funds from LACOE to provide QSLA services shall keep records related to the operation of the QSLA program for a period of five (5) years as required by the CDE.

15. COPELAND ACT

Contracts in excess of two thousand dollars and 00/100 (\$2,000.00) for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick-Back" Act (40 U.S.C. 276a to a-7), as supplemented by Department of Labor regulations (29 CFR Part 5). All suspected or reported violations shall be reported to LACOE by Contractor. LACOE shall report any such suspected or reported violations to CDE.

16. COPYRIGHTS

The rights to any report, evaluation, book, or any other material developed by the Contractor under the performance of this contract shall belong to LACOE and CDE.

17. PUBLIC AND MEDIA RELATIONS

In all communications with the press, television, radio or any other means of communicating with the general public, Contractor shall make specific reference to LACOE as the sponsoring agency, which is funded by the California Department of Education with LAUP and CCALA as the other partners in QSLA. All contacts with the media relative to QSLA must be reported immediately by each Contractor to LACOE. It will be the responsibility of LACOE to follow-up as appropriate, or appoint a designee.

18. POST AWARD APPROVAL REQUIREMENTS – PROGRAMMATIC AND FISCAL

Program and fiscal changes requiring written post award approval from LACOE are specified in Exhibit A. Written approval shall be obtained prior to the implementation of any program or fiscal revision requiring same. Contractor's implementation of changes requiring post award approval prior to receipt of written approval from LACOE are subject to disallowance of costs incurred for such changes.

19. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, Contractor is an independent contractor and separate business entity, and its members and staff are not officers, employees or agents of LACOE. Contractor shall not at

any time or in any manner represent that it or any of its officers, employees, or agents are employees or agents of LACOE. LACOE does not assume any debt, obligation, or contracts of Contractor.

20. CONTRACTS WITH SUBCONTRACTORS

Contractor shall include the following paragraph in all contracts Contractor enters into for the purpose of subcontracting QSLA duties:

“Contractor is an independent contractor and separate business entity from LACOE. Contractor’s board members and staff are not officers, employees or agents of LACOE. [Name of contractor] acknowledges that there is no employer-employee or principal-agency relationship between Contractor and LACOE. [Name of contractor] further acknowledges that this Contract does not create, and no actions of LACOE, Contractor, and/or [name of contractor] create, a contractual relationship, express or implied, between LACOE and [name of contractor].”

21. NO THIRD PARTY OBLIGATIONS

Contractor may not enter into any written or oral contracts for the operation of any part of the QSLA program without the prior written approval of LACOE.

22. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract through a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by Contractor for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at LACOE’s sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

23. ASSIGNMENT OR TRANSFER

Contractor shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer, or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed

automatically void. In addition, Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of contractors or others whom Contractor intend to engage other than those identified in the approved application or amendments thereto, shall be submitted to LACOE for prior written approval.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or the public enemy, insurrection, acts of the Federal government or any unit of State or local government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. COMPLIANCE WITH LAW

Both parties shall comply with all applicable State, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Contractor warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

26. SEVERABILITY AND WAIVER

26.1 Severability

If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

26.2 Waiver

No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in

writing by the party making the waiver.

27. INTERPRETATION

The preparation of this Contract was developed with the input from both parties. This Contract and the provisions contained therein shall not be construed or interpreted for or against any party hereto because said party drafted or caused the party's legal representative to draft any of its provisions. The captions and headings of the various sections of this Contract are for the convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

28. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

29. INCORPORATED BY REFERENCE

Any exhibits, documents, manuals, etc. referenced herein shall be incorporated and made a part of this Contract.

30. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

31. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties, and obligations with respect to the transactions discussed in the Contract and supersedes all prior Contracts, understandings, and commitments, whether oral or written. Except as set forth in Section 2.2, Contract Amendments, and Sections 2.3 and 2.4, Revising Exhibits, this Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, properly signed and acknowledged by both of the parties hereto.

D. COMPLIANCES

32. PROHIBITION AGAINST USE OF FUNDS TO INFLUENCE LEGISLATION OR APPROPRIATIONS

The Federal Hatch Act requires that none of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any political activity or to further the election or defeat of any candidate for public office. No part of any funds under this Contract shall be used to pay the salary or expenses of any employee, Contractor, or agent acting for the Contractor to engage in any activity designed to influence legislation or appropriation pending before any State or Federal legislative body.

33. NONDISCRIMINATION

During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sec. 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Section 7285 et seq.) the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

Contractor shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

34. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AND WITH THE AMERICANS WITH DISABILITIES ACT

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any programs or activity receiving Federal financial assistance. In

addition, each Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA).

35. COMPLIANCE WITH DRUG-FREE WORKPLACE ACT

Contractor must certify that it will provide a drug-free workplace in accordance with the provision of the Drug-Free Workplace Act of 1990. Contractor will do the following:

- (1) Require that each employee be given a copy of the statement of notification referenced below;
- (2) Publish a written statement notifying employees that the unlawful manufacture, distribution, possession or use of a controlled substance in the workplace is prohibited;
- (3) Require as a condition of employment, that each employee abide by the statement of notification and notify the Contractor of any conviction for a violation, occurring in the workplace; of a criminal drug statute; and
- (4) Establish an ongoing drug-free awareness program for employees.

36. DOMESTIC PARTNERS

For contracts over \$100,000, each Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- A.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- B.** Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C.** Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or local), with commission of any of the offenses enumerated in Section B above, of this certification; and
- D.** Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or local) terminated for cause of default.

E. FISCAL RESPONSIBILITIES

38. PAYMENTS TO CONTRACTOR

The total amount of this contract is not to exceed Five Hundred Forty Five Thousand Nine Hundred Nineteen Dollars (\$545,919.00). For the performance of this Contract, Contractor shall be reimbursed by and/or receive advances (disbursements) from LACOE in a total amount not to exceed amount reflected in the Exhibit B2 for authorized expenses incurred pursuant to the budget attached hereto as Exhibit B2 Budget, and made a part of this Contract. LACOE is not obligated to reimburse and or advance Contractor for any program costs which exceed this amount. The total amount, however, is subject to adjustment by LACOE if the period of operation is less than the period specified, or if a substantial change is made in the Scope of Services that affects this Contract.

Funding is contingent upon availability of funds from CDE, annual budget approval, annual scope of work approval and continued compliance with all provisions of this Contract.

Upon Contractor's request, subject to LACOE's approval, LACOE may make monthly advance payments to Contractor in the amount of operating expenditures projected by the Contractor.

LACOE shall monitor quarterly expenditures of QSLA Services in accordance to Exhibit A Scope of Work and Exhibit C Performance Indicators.

Contractor will be reimbursed on a quarterly basis based on cost reports submitted for actual expenditures and LACOE approval.

LACOE may withhold, reduce or modify any disbursement, including the date of any such disbursement, if any contract term and condition is not fully met. Contractor will submit Quarterly cost report and final cost report to LACOE as required by Exhibit E of this Contract within twelve (12) calendar days of quarter's end. LACOE will reconcile the reported expenditures with prior advance payments to either reimburse or collect the difference to or from

Contractor.

Monitoring of Disbursements

Disbursements may be used for allowable costs only. As stated in Section 21, CONTRACTOR must receive approval from LACOE prior to entering into contracts for purposes of the operation of any part of the QSLA program. Disbursements shall be monitored under the provisions of Section 8.1. Exhibit P provides guidance regarding allowable costs. This list is not exhaustive. If a cost is not included in Exhibit P, CONTRACTOR may submit a request for determination of whether the cost is allowable to LACOE. LACOE will respond in thirty (30) calendar of days with its decision.

In the event a disbursement is determined to be for a disallowed cost, the CONTRACTOR must repay the disallowed amount to LACOE within 45 days of notification that a cost is disallowed. Should LACOE take action to collect disallowed costs not paid by the CONTRACTOR, the CONTRACTOR shall reimburse LACOE for all costs associated with such action, including, but not limited to attorney's fees.

39. Travel and Per Diem Expenses

If Contractor is to be involved with travel, Contractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDE's non-represented employees, computed in accordance with State Department of Personnel Administration regulations, Title II, California Code of Regulations, Subchapter I.

40. Limitation of Development and Administrative Costs

The costs of developing and administering a QSLA Services shall not exceed LACOE's CDE approved indirect rate. Costs in excess of the limitation shall be disallowed unless prior written approval is received from LACOE.

Documentation supporting the allocation of costs to the administrative and programmatic areas, including rationale statements, shall be developed and maintained by Contractor. In instances where actual administrative costs are claimed at percentage rates that differ from the original approved budgetary percentages, Contractor shall submit documentation of actual, as opposed to budgeted costs, and a rationale statement with the Supplemental Report of Costs.

41. ANNUAL AUDIT OF PROGRAMS

The combined program compliance and financial audit shall include tests to determine that the requirements of all State laws and regulations have been

met. The audit shall cover Contractor's prior budget period to determine: (1) whether the financial statements fairly present the financial position of the Contractor; (2) whether the Contractor are complying with the terms and conditions of this Contract and all exhibits; and, (3) whether appropriate written financial and administrative procedures and internal controls have been implemented, and are operating effectively; and (4) whether the governing bodies maintained appropriate oversight of the QSLA program to safeguard state assets.

LACOE shall monitor the audit reports of Contractor; assure compliance with all audit provisions; assure timely and appropriate corrective action is taken on all audit findings and recommendations in instances of non-compliance with State laws and regulations; and, determine whether Contractor spent QSLA funds in accordance with applicable laws and regulations. Any area of non-compliance will result in disallowance of inappropriate expenditures; if appropriate, and any other remedy available to LACOE until the non-compliance issue is resolved to the satisfaction of LACOE. If such an event occurs, LACOE is not responsible for any debts or liabilities of Contractor that continue unpaid resulting from, during, or relating to actions taken by LACOE.

Contractor must submit copies of the independent audit for each contract year to LACOE as appropriate. Contractor must notify their independent auditors, in writing, of this requirement and submit a copy of the notice to the Assistant Director, Fiscal Controls & Accountability (FCA), Head Start-State Preschool Division, LACOE.

42. REVIEWS

42.1 Ongoing Monitoring by LACOE

LACOE will perform program and fiscal reviews and/or audits or other such reviews, including all program areas, fiscal management and facilities, as necessary or required. Audits and/or reviews shall be conducted in conformance with the written procedures covering such audits/reviews established by LACOE. Failure by Contractor to allow and fully cooperate with such audits or reviews may result in LACOE taking such remedies available to it. If such an event occurs, LACOE is not responsible for any debts or liabilities of the Contractor that continue unpaid resulting from, during, or relating to LACOE's actions.

1. Contractor will develop and implement a comprehensive procedure to conduct ongoing monitoring of their own program services, subcontractors, fiscal operations and management systems. The plan should include systems for overseeing, tracking and

protecting funds allocated by LACOE for QSLA operations and program support for CSPP providers.

2. Monitoring may be conducted using a collaborative team approach between LACOE and Contractor.
3. Contractor is required to have ongoing monitoring activities to ensure that activities are being conducted effectively. When areas of non-compliance are identified, corrective action must be taken.
4. Contractor to provide access to LACOE staff to conduct regular site visits of Contractor's ongoing monitoring of their program services, fiscal cooperation, and all management systems.
5. LACOE shall review each program, function and activity to assure that adequate progress is being made in the implementation of program plans and accomplishment of goals and objectives.

F. SPECIAL CONDITIONS

LACOE may impose any conditions that are required by the CDE and attached to its contract with LACOE if such conditions impact or are required of each Contractor in order to further implement this contract.

G. INSURANCE REQUIREMENTS

43. INDEMNIFICATION

Except for the sole negligence of LACOE, Contractor agrees to defend, indemnify, save, and hold harmless LACOE, its Governing Board and commissions and the individuals thereof, and all its officers, agents, employees, representatives, and volunteers (collectively hereinafter referred to as LACOE) from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, action, or causes of actions whatsoever, for or in connection to any injury, damage, or loss (including, but not limited to, bodily injury, death, personal injury, property damage, or any other type of loss) sustained or claimed to have been sustained by any person or persons, or corporation, or public or private entity (including LACOE) arising out of, or caused by, or incidental to, or occurring as a result of, or relating to the performance or nonperformance of services, operations, duties, and other obligations of Contractor, its officers, agents, employees, representatives, and subcontractors pertaining to this Contract.

Contractor acknowledges that LACOE may select defense counsel of its choosing for the purposes of its legal representation in a lawsuit brought by a third party in which Contractor is required to defend the interests of LACOE.

The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage.

43.1 Subrogation

Contractor further agrees to waive all rights of subrogation against LACOE for all loss, cost, and expense (including, but not by way of limitation, fees and court costs) arising out of any liability or claim of liability for injury (including death), damage, or loss sustained or claimed to have been sustained arising out of, or incidental to, or occurring as a result of LACOE's performance or failure to perform services, duties, and other obligations pertaining to this Contract.

43.2 Holding LACOE Harmless

Contractor agrees to defend, indemnify, and hold harmless LACOE and the State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Contractor in the performance of this Contract.

Contractor agrees to require all subcontractors and/or independent contractors to include the following language in its contract with Contractor:

[Name of sub/independent contractor] agrees to defend, indemnify, and hold harmless LACOE and the State of California, their officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Contractor in the performance of this Contract.

44. INSURANCE REQUIREMENTS

This contract is by and between LACOE and the Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership joint venture, or association as between LACOE and Contractor. Contractor understands and agrees that all persons furnishing services pursuant to this contract are, for purposes of workers' compensation and employment practices liability, employees solely of Contractor and not of LACOE.

Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits and any benefits pursuant to employment practices liability to any person for claims arising from or connected with services performed pursuant to this Contract. Contractor shall defend and indemnify LACOE for any such demand, debt, lien, claim, loss, damage, liability, cost, expense (including, but not by way of limitation, fees and costs actually incurred, whether or not litigation has commenced), judgment or obligation, action, or cause of action whatsoever related to workers' compensation or employment practices liability.

Without limiting the Contractor's indemnification of LACOE and as a material condition of this Contract, Contractor shall procure and maintain for the duration of the Contract, and any extended period thereof, insurance with limits, coverage, terms, and conditions at least as broad as shown below.

The insurance requirements set forth below may be met by a self-insured or partially self-insured program, provided that specifics of such a program are submitted to and approved by LACOE. Contractor shall maintain insurance limits no less than those specified in Section 39.1 below.

44.1 Minimum Scope and Limits of Insurance

(Coverage shall be at least as broad as specified below)

44.1.1. Commercial General Liability Insurance

Commercial General Liability Insurance "occurrence" form to provide defense and indemnity coverage to the Contractor, its employees, and LACOE for liability for bodily injury, personal injury, and property damage arising from, including, but not limited to, premises and operations, contractual liability, use of independent contractors, products and completed operations, broad form property damage, and broad form liability with a

combined single limit of \$1,000,000 per occurrence. The general aggregate limit shall apply separately to this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be endorsed to name LACOE as additional insured.

44.1.2. Automobile Liability Insurance

Automobile Liability Insurance to provide defense and indemnity coverage to Contractor, its employees, and LACOE for liability for bodily injury and property damage with a combined single limit of \$1,000,000 per accident to cover owned, non-owned, and hired automobiles if automobiles are used in the operation of program activities. The general aggregate limit shall apply separately to this Contract or the general aggregate shall be twice the required per accident limit. The policy shall be endorsed to name LACOE as additional insured.

44.1.3 Directors & Officers (D & O) Liability Insurance

Directors & Officers (D & O) Liability Insurance to provide coverage for defense and loss to the Contractor and past, current, or future employees, officers and directors in the amount of \$1,000,000. The policy period aggregate limit shall apply separately to this Contract or the policy period shall be twice the required per occurrence limit. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claim-made form, the policy shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

44.1.4. Employment Practices Liability Insurance

Employment Practices Liability Insurance to provide coverage for defense and damages to the Contractor and its employees for allegations, claims, or lawsuits involving employment practices (including, but not limited to, discrimination, wrongful termination, harassment (including sexual), emotional distress, mental anguish, or retaliation), brought by past, current, or future employees in the amount of \$1,000,000. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claims made form, the policy shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

44.1.5 Professional Liability Insurance

Professional Liability Insurance to provide coverage for defense and damages to the Contractor and its employees for negligent acts, errors, and omissions with a limit of liability of \$1,000,000 each incident. The general aggregate limit shall apply separately to this Contract or the general aggregate shall be twice the required per incident limit. The policy shall be endorsed to provide coverage for prior acts. If the policy is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than one year following termination of this Contract.

44.1.6 Workers' Compensation Insurance

Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers' Liability insurance for bodily injury by: (1) accident with limits of \$1,000,000 each accident; (2) disease with limits of \$1,000,000 per policy limit; and (3) disease with limits of \$1,000,000 each employee.

44.1.7 Commercial All Risk Property Insurance

Commercial All Risk Property Insurance for building and personal property for full replacement cost if Head Start funds are used to purchase, lease, or rent property. A "loss payee clause" covering the interest of LACOE shall be added onto the policy.

44.1.8 Automobile Comprehensive and Collision Physical Damage

Automobile Comprehensive and Collision Physical Damage Insurance for automobiles that are purchased, leased, or rented with Head Start funds. Contractor may commercially insure this risk or self-insure this risk. If commercial insurance is purchased, a "loss payee" endorsement covering the interest of LACOE shall be added onto the policy.

44.1.9 Commercial Crime Insurance

Commercial Crime Insurance, including coverage for blanket employee dishonesty, theft, disappearance and destruction, forgery or alteration, and computer fraud in the amount of \$100,000 covering any and all principals, officers, employees, and agents involved in the performance of this Contract. A "third

party clause” covering the interest of LACOE shall be added onto the policy.

44.1.10 Student Accident Insurance

For Private Non-Profit Agencies, Student Accident Insurance with a limit of no less than \$10,000 per accident, with no deductible, covering students for accidental death, dismemberment and loss of sight benefits, and hospital and professional medical expense benefits for all programs and activities sponsored directly or indirectly by the Contractor, including travel to and from programs and activities.

For Local Governments, LACOE will purchase Student Accident Insurance for Contractor and charge back Contractor the cost for insurance.

44.1.11 Sexual Abuse or Molestation

Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

44.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LACOE. At the option of LACOE, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to LACOE, its officers, officials, employees, and volunteers; or Contractor shall provide a financial guarantee satisfactory to LACOE guaranteeing payment of losses and related investigations, claims administration and defense expenses, such as purchase of a bond or irrevocable letter of credit.

44.3 Other Insurance Provisions

44.3.1 Additional Insured

LACOE shall be named as an additional insured on the Comprehensive General Liability and Business Automobile Liability policies. LACOE shall be named as loss payee on the Commercial Property and Commercial Crime policies as LACOE's interest may appear.

44.3.2 Primary Insurer

Contractor's insurance coverage shall be primary insurance as respects LACOE. Any insurance or self-insurance maintained by LACOE shall be excess of the Contractor's insurance and shall not contribute to it.

Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Each insurance policy required by this Contract shall be endorsed to state that "except for non-payment of premium, in which case ten (10) calendar days' notice of cancellation shall be given, coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar day's prior written notice by certified mail, return receipt requested, has been given to LACOE.

44.3.3 Insurers Admitted in State of California

Insurance shall be placed with insurers admitted in the State of California and having a "Best Rating" of no less than A. Deviations from this requirement must be declared to and approved by LACOE.

44.3.4 Furnishing LACOE with Certificates of Insurance

Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for commercial general liability, automobile liability, professional liability and workers' compensation, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time.

44.3.5 Maintaining Insurance for Contractor

Contractor shall cause all subcontractors to procure and

maintain, for the duration of any work, services or operations performed, insurance to cover claims for injuries (including death), damage, or loss that may arise from or in connection with the performance or nonperformance of work, services, or operations by the subcontractor or any of its officers, agents, employees, representatives, or volunteers. ADD LIMITS OF INSURANCE COVERAGE FOR SUBCONTRACTORS SHALL BE THE EQUIVALENT TO THAT OF THE CONTRACTOR

44.3.6 Certificate of Insurance and Endorsements

Contractor shall mail Certificate of Insurance and Endorsements to the addresses as shown below:

Los Angeles County Office of Education
Insurance Compliance
PO BOX 12010-LA
Hemet, CA 92546-8010

Los Angeles County Office of Education
Head Start-State Preschool
Fiscal Controls & Accountability (FCA) Unit
10100 Pioneer Blvd. #325
Santa Fe Springs, CA 90670

Los Angeles County Office of Education
Contracts Unit
9300 Imperial Highway, ECW Room 153
Downey, CA 90242

45. FAILURE TO COMPLY

In the event Contractor fails to perform in accordance with the indemnification and/or insurance clauses of this Contract, or breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education, and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance by the Contractor.

46. TERM OF INDEMNIFICATION AND INSURANCE

The requirements of Section 43, Indemnification, Section 44, Insurance Requirement, and Section 45, Failure to Comply, shall survive the termination or expiration of this Contract. Contractor is responsible for any claims made within Contract period regardless of when claim is filed, as

required by occurrence form. Such responsibility includes, but not by way of limitation, liability for any fees and costs actually incurred (whether or not litigation has commenced), judgment or obligation, action or cause of action whatsoever, arising out of or in connection with the performance or nonperformance of services, operations, duties, or other obligations of Contractor .

Sections 43, 44, and 45, as well as any term of this Contract that expressly extend or by their nature should extend beyond termination or expiration of this Contract, will survive and continue in full force and effect after any termination or expiration of this contract.

47. NOTIFICATION OF CLAIMS

47.1 Incidents of Injury and Death

Contractor shall immediately notify LACOE within twenty-four (24) hours, in writing, of any and all incidents that result in a serious injury to a child, staff member, volunteer, or other persons, and the time, place, and circumstances thereof, including identification of witnesses, if known.

47.2 Litigation – Potential and Actual

47.2.1 Copy of Legal Documents

A copy of any and all demands, charges, notices, claims, summonses, complaints, or other similar legal documents received by Contractor in connection with the services or operations pertaining to this Contract shall be forwarded to LACOE's Risk Manager within twenty-four (24) hours.

47.2.2 Contractor Claims

As a result of loss, damage, or theft, the Contractor shall file a claim with its insurance carrier and submit written notice within ten (10) working days to LACOE's Risk Manager of Contractor's notification to its insurance carrier.

H. NOTICES, CONFLICT RESOLUTION AND TERMINATION REQUIREMENTS

48. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be

delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party to whom intended. The representatives of the parties who are authorized to administer this Contract and to whom notices should be sent are as follows:

48.1 LACOE's address is:

LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway
Downey, California 90242-2890
The representatives of LACOE shall be:

PROGRAM MANAGEMENT

Executive Director, Business and
Finance

Division Director
Head Start/State Preschool Division

FINANCIAL MANAGEMENT

Financial Operations
Consultant
Controller's Office

CONTRACTS MANAGEMENT

Administrative Services Manager
Controller's Office

OPERATIONS

Assistant Director
Administrative Services
Controller's Office

48.2 The representatives of Contractor shall be:

Contractor shall notify LACOE, in writing, within fifteen (15) calendar days of any change in assignment, anticipated change in assignment, or upon the pending vacancy of the above-referenced representatives.

49. CONFLICT RESOLUTION

49.1 Remedies

Non-compliance with any part of this Contract may result in any appropriate action by LACOE, including those identified in Section 7, Enforcement Sanctions, until complete resolution of the issue(s). If such an event occurs, LACOE is not responsible for any debts or liabilities of Contractor that continue unpaid resulting from, during, or relating to remedies imposed by LACOE.

50. TERMINATION OF CONTRACTOR CONTRACT

50.1 Termination – Scope

LACOE may at any time terminate this Contract, in whole or part, but only as permitted by state statute and regulation. The rights and remedies of LACOE set forth in the “Termination” Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50.2 Termination for Default

50.2.1 Default

LACOE may terminate this Contract due to Contractor’s default if (a) a Federal or State proceeding for the relief of debtors is undertaken by or against Contractor ; or, (b) a receiver or trustee is appointed for Contractor ; or (c) Contractor makes an assignment for the benefit of its creditors; or (d) Contractor becomes insolvent, which shall be deemed to have occurred if Contractor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not Contractor has committed the act of bankruptcy or is considered insolvent within the meaning of the Federal bankruptcy law.

50.2.2 Material Breach

LACOE may terminate this Contract if Contractor breaches any material term or violates any material provision of this Contract and does not cure such breach or violation within ten (10) calendar days after delivery by LACOE of a written “Notice of Cure Deficiency.”

50.2.3 Termination Due to Contractor Unable or Unwilling to Comply

If Contractor is unable or unwilling to comply with established or additional requirements as may be lawfully applied by CDE to the grant and to LACOE, LACOE shall terminate this Contract by giving written notice to Contractor signifying the termination date as may be lawfully applied by CDE to LACOE. In this event, LACOE may require Contractor to comply with arrangements that have been made for the transfer of the QSLA program and ensure all assets (equipment, and supplies) of said program(s) are transferred to another Contractor, to LACOE or to another CDE designated grantee pursuant to LACOE instructions. In the event of any termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by Contractor under this Contract shall be disposed of according to LACOE written procedures. Notwithstanding the above, Contractor shall not be relieved of liability to LACOE for damages sustained by LACOE by virtue of any breach of the Contract by Contractor or other third parties, and LACOE may withhold any reimbursement to Contractor for the purpose of offset until such time as the exact amount of damages due to LACOE from Contractor is determined by LACOE.

50.2.4 Termination for Cause

If LACOE elects to terminate this Contract, such termination shall be effective upon delivery of a written Notice of Termination to Contractor. The Notice of Termination shall state the reasons for the termination and the effective date prior to expiration of the operating period of this contract. If no date is provided, termination is effective upon delivery of Notice. LACOE shall pay Contractor for services provided through the date of termination and for those allowable costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, Contractor shall have no further claims against LACOE under this Contract.

51. AGENCY AUTHORIZED SIGNATORIES

Contractor must submit to the Assistant Director, Fiscal Controls & Accountability, by August 1 of each year, a list of Contractor board members and staff authorized to sign on behalf of Contractor for certain binding documents. The list should indicate the individual's typed name, his/her signature, position with Contractor, and the documents authorized to sign:

Contract, RAA/BAR forms, independent contractor contracts, purchase orders, checks, and warrants (including payroll), etc.

52. SURVIVAL

Sections 43, 44, and 45 as well as any terms of this Contract that expressly extend or by their nature should extend beyond termination or expiration of this Contract, will survive and continue in full force and effect after any termination or expiration of this contract.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

LOS ANGELES COUNTY CHIEF
EXECUTIVE OFFICE/ OFFICE OF
CHILD CARE

By _____
Patricia Smith
Executive Director
Business and Finance

By _____
Sachi Hamai
Chief Executive Officer

Date _____
lm 3-3
Report 3/14/16

Date _____
Indicate Federal Tax I.D. Number:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy

LAC - OCC

QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK

YEAR TWO

January 2016 - September 2016

Objectives	Activities/Sub-tasks	Staff Lead	Timeline	Deliverables
<i>Include what is the main objective to be accomplished</i>	<i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	<i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	<i>Indicate start and end period.</i>	<i>Indicate what evidence of completion will be submitted to support project payment.</i>
Participate on the QSLA LT	<ul style="list-style-type: none"> • Participate in Leadership team meetings • Prepare LAC-OCC Scope of Work • Process LACOE Contract • Prepare updated SOP 	LAUP LAC-OCC CCALA	Jan 1, 2016 – September 30, 2016	<ul style="list-style-type: none"> • Scope of Work • Updates to Standard Operating Procedural manual
Contract with LACOE	<ul style="list-style-type: none"> • Process contract within agency • Prepare required reports as per Exhibit B and submit to LACOE 	LAC-OCC – Chief Program Specialist	Jan 1, 2016 – September 30, 2016	<ul style="list-style-type: none"> • Signed Contract • Quarterly Program and Fiscal reports as per LACOE guidelines
Staffing	<ul style="list-style-type: none"> • Update job descriptions • Post jobs • Conduct interviews • Hire staff <ul style="list-style-type: none"> ○ Special Services Assistant III ○ Program Specialist IV ○ Program Specialist III 	LAC-OCC – Chief Program Specialist	Jan 1, 2016 – September 30, 2016	<ul style="list-style-type: none"> • Provide LACOE with Job descriptions • Vacancy reports included in the quarterly updates • Criminal background clearance for new employees

Revised 3/14/16

LAC - OCC

QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK

YEAR TWO

January 2016 - September 2016

Objectives <i>Include what is the main objective to be accomplished</i>	Activities/Sub-tasks <i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	Staff Lead <i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	Timeline <i>Indicate start and end period.</i>	Deliverables <i>Indicate what evidence of completion will be submitted to support project payment.</i>
	○ Program Specialist I			
Contract with UCLA – Center for Improving Child Care Quality	<ul style="list-style-type: none"> • Prepare contract • Review and approve contract language • Submit contract for UCLA’s review and approval • Approve contract with UCLA 	<ul style="list-style-type: none"> • LAC-OCC – Chief Program Specialist 	January 1, 2016 – September 30, 2016	<ul style="list-style-type: none"> • Contract with UCLA
Outreach new providers in partnership with LACOE, LAUP and CCALA	<ul style="list-style-type: none"> • Schedule and conduct outreach and program recruitment meetings 	<ul style="list-style-type: none"> • LAC-OCC – Chief Program Specialist • Specialist Services Assistant III • Program Specialist IV 	January 1, 2016 – September 30, 2016	<ul style="list-style-type: none"> • Recruitment flyers and event sign-in sheets

LAC - OCC

QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK

YEAR TWO

January 2016 - September 2016

Objectives	Activities/Sub-tasks	Staff Lead	Timeline	Deliverables
<i>Include what is the main objective to be accomplished</i>	<i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	<i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	<i>Indicate start and end period.</i>	<i>Indicate what evidence of completion will be submitted to support project payment.</i>

Process provider applications	<ul style="list-style-type: none">• Post applications on websites• Accept and process all QSLA applications• Implement orientation sessions for new providers	<ul style="list-style-type: none">• LAC-OCC Chief Program Specialist• Program Specialist IV• Program Specialist III	January 1, 2016 – September 30, 2016	<ul style="list-style-type: none">• Minimum of 48 applications processed
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LAC - OCC

QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK

YEAR TWO

January 2016 - September 2016

Objectives	Activities/Sub-tasks	Staff Lead	Timeline	Deliverables
<i>Include what is the main objective to be accomplished</i>	<i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	<i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	<i>Indicate start and end period.</i>	<i>Indicate what evidence of completion will be submitted to support project payment.</i>
Collect licensing history for last 12 months	<ul style="list-style-type: none"> • Complete Licensing Verification forms • Submit forms to Licensing, identify issues listed in required categories • Receives forms from Licensing • Conference with LACOE Head Start regarding license standing 	<ul style="list-style-type: none"> • Program Specialist IV • Program Specialist III • LACOE 	January 1, 2016 – September 30, 2016	Licensing history collected
Data collection and assessments	<ul style="list-style-type: none"> • Schedule assessments / visits • Enter ratings and assessment information into database • Provide rating report and certificate to providers • Conduct QRIS Data Analysis 	<ul style="list-style-type: none"> • LAC-OCC – Chief Program Specialist • Program Specialist IV • Program Specialist III 	January 1, 2016 – September 30, 2016	48 fully-rated centers QRIS Data Analysis Report

LAC - OCC

QUALITY START LOS ANGELES (QSLA) SCOPE OF WORK

YEAR TWO

January 2016 - September 2016

Objectives	Activities/Sub-tasks	Staff Lead	Timeline	Deliverables
<i>Include what is the main objective to be accomplished</i>	<i>Indicate the key activities leading to the fulfilment of the objective. Include in chronological order. Include frequency or quantity of activities.</i>	<i>Indicate management staff responsible. Note name of subcontractor if appropriate.</i>	<i>Indicate start and end period.</i>	<i>Indicate what evidence of completion will be submitted to support project payment.</i>
Transition fully-rated providers to QSLA Coaching Partners (LAUP and CCALA)	<ul style="list-style-type: none"> Prepare assessment summary report, rating results, and overall rating “certificate” and forward to coaching providers via the QSLA database 	<ul style="list-style-type: none"> LAC-OCC – Chief Program Specialist Program Specialist IV Program Specialist III 	January 1, 2016 – September 1, 2016	Centers transitioned to Coaching partners, LAUP and CCALA with reports.
Participate in the QSLA evaluation process	<ul style="list-style-type: none"> Participate in focus groups, answer surveys as needed. 	<ul style="list-style-type: none"> LAC-OCC – Chief Program Specialist Program Specialist IV Program Specialist III 	January 1, 2016 – September 1, 2016	Calendars, Report

Los Angeles County Office of Education
California State Preschool Program (CSPP) - QRIS Block Grant
1/1/2016 - 9/30/2016

Date Prepared: February 18, 2016

Program: CSPP-QRIS

Delegate Agency Name: Los Angeles Office of Child Care (OCC)

C-15981

	PERSONNEL MANAGEMENT 1000	PERSONNEL SUPPORT 2000	FRINGE BENEFITS 3000	BOOKS & SUPPLIES 4000	TRAVEL 5000	EQUIPMENT 5000	CONTRACTED SERVICES 5000	TRAINING STIPENDS 5000	INCENTIVES 5000	OTHER COSTS 5000	INDIRECT COSTS	TOTAL
State Preschool-QRIS Block Grant Approved Application	\$ 102,737	\$ 120,169	\$ 110,628	\$ 4,425	\$ 4,000	\$ -	\$ 177,277	\$ -	\$ -	\$ -	\$ 26,683	\$ 545,919
Total State Preschool-QRIS Block Grant	\$ 102,737	\$ 120,169	\$ 110,628	\$ 4,425	\$ 4,000	\$ -	\$ 177,277	\$ -	\$ -	\$ -	\$ 26,683	\$ 545,919

Patricia Smith

Patricia Smith, Executive Director of Business and Finance

2/19/16

Date

Yr 2 QSLA Budget Narrative for LAC-OCC

1. Personnel: \$222,906					
Position	Description	Base Mo. Salary	% Time on Project	# of Mos.	Total
Special Services Assistant III	Responsible for overall administration including personnel and fiscal management, internal coordination of OCC projects, liaison to CEO and departments as needed.	\$11,393.21	7.5%	8	\$6,835.92
Chief Program Specialist	Coordinates communication with LAC-QRIS Consortia partners, and serves as point of contact for LACOE monitoring. Troubleshoots policy issues as needed, and completes progress reports. Oversees rating subcontract with UCLA CICCQ. Supervises and supports Program Specialist IV, Program Specialist III and one Senior Typist Clerk.	\$11,009.55	25%	9	\$24,771.48
Program Specialist IV	Manages daily operation of rating functions, and coordinates the transition of the rating process from UCLA CICCQ to OCC. Also manages daily operation of application/data processing process.	\$9,612.82	50%	8	\$38,451.28

1. Personnel: \$222,906

Position	Description	Base Mo. Salary	% Time on Project	# of Mos.	Total
Program Specialist III	Verifies self-reported data in portfolios submitted by CSPP centers. Supervises and supports three Program Specialists I, one Senior Typist Clerk, one Intermediate Typist Clerk, and one Student Professional Worker.	\$8,169.55	50%	8	\$32,678.20
Program Specialist I	Recruits CSPP centers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$6,229.18	50%	9	\$28,031.31
Program Specialist I	Recruits CSPP centers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$6,229.18	50%	9	\$28,031.31
Program Specialist I	Recruits CSPP centers. Conducts provider orientations. Answers participants' questions about documentation requirements.	\$6,229.18	50%	9	\$28,031.31
Senior Typist Clerk	Verifies licensing status of applicants. Enters data, files documentation, runs reports. Provides clerical support to Chief Program Specialist and QRIS rating team.	\$3,825.64	50%	9	\$17,215.38

1. Personnel: \$222,906					
Position	Description	Base Mo. Salary	% Time on Project	# of Mos.	Total
Senior Typist Clerk	Verifies licensing status of applicants. Enters data, files documentation, runs reports. Provides clerical support to PS IV and QRIS rating team.	\$3,825.64	50%	3	\$5,738.46
Intermediate Typist Clerk *Other	Processes CSPP applications, site visit referrals, procurement requests, and invoices.	\$2,529.27	50%	3	\$3,793.92
Fiscal Lead	Completes quality assurance review of fiscal reports. Supervises Fiscal Program Specialist II.	\$10,274.00	2.5%	12	\$3,082.20
Fiscal Program Specialist II	Tracks receipt of funds and invoices. Prepares fiscal reports.	\$6,479.00	5%	12	\$3,887.40
Student Professional Worker	Conducts quality assurance review of applications and completes Master List data entry.	\$1,572.00	50%	3	\$2,358.00
Total					\$222,906

2. Benefits: \$110,628
The County benefit rate is calculated at 49.63% of salaries. The total benefit cost is \$110,628.

3. Supplies: \$4,425

Includes procurement of office supplies such as writing tablets, folders, pens, pencils, paper clips, tape, etc. totaling \$200, postage totaling \$150, FedEx mailing costs totaling \$50, copying expenses totaling \$125, and phone charges totaling \$300. Equipment maintenance costs which include the estimated cost for copier/fax and computer maintenance is calculated at \$400 per month. Fees to be paid to Los Angeles County's Shared Services/ISD Network are projected to total \$3,600.

4. Travel: \$4,000

Travel costs include attendance at Annual QRIS National Meeting, Consortium meetings, local meetings, orientations and community events.

5. Equipment: \$0

6. Contractual: \$177,277

LACOCC will continue to subcontract with UCLA CICCQ to conduct up to 48 CSPP center ratings, analyze data and prepare rating reports, and write a rating summary report. Payment to UCLA CICCQ will not exceed \$177,277.

7. Total Direct Costs \$26,683

8. Indirect Costs: \$26,683

The Office of Child Care's indirect costs are calculated at 8% of salary and benefits for a total of \$26,683. The indirect rate covers a portion of the department-wide, general management and administrative costs that cannot be directly charged to the program. These allocable costs include administrative staff such as the executive management, human resources, purchasing, office clerical staff not dedicated to specific programs, janitorial service, IT support, etc.

TOTAL – ALL BUDGET CATEGORIES - \$545,919

Los Angeles County Office of Education
LAC-QRIS

NAME of LAC-QRIS Partner		Funding Source	
LA OCC		QRIS CSPP Block Grant	
Director or Authorized Representative (Type Name and Title)		Description	Fiscal Year
Cheri Thomas		LAC-QRIS	2016 (Year 2)

GABI Line Item	FTEs	Total
a. PERSONNEL		
QIA Management Salaries		
1 Sr. Vice President		
2 Director		
3 Supervisor		
4 Program Leadership Coach		
5 Program Support Coachers for Centers		
6 Quality Lead Trainer		
7 Program Trainer		
8 Sr. Financial Analyst		
9 Family Engagement Specialist		
10 Program Leadership Supervisor		
11 Family Engagement Specialist Supervisor		
12 Workforce Advisement Specialist		
13 Environment Improvement Specialist		
14 Research Analyst		
15 Legal Counsel		
16 Network Capacity Analyst		
17 Compliance Analyst		
18 Fiscal Coach		
19 Fiscal Supervisor		
20 Special Services Assistant III	0.075	6,836
21 Chief Program Officer	0.250	24,771
22 Program Specialist IV	0.500	38,451
23 Program Specialist III	0.500	32,678
24 Other		
Total QIA Management Salaries	1.33	\$ 102,737
QIA Support Salaries		
1 Coordinator		
2 Legal Coordinator		
3 Fiscal Coordinator		
4 Program Specialist I	1.500	84,094
5 Senior Typist Clerk	0.667	22,954
6 Fiscal Lead	0.025	3,082
7 Fiscal Program Specialist	0.050	3,887
8 Other (Intermediate Typ Clerk, Student Prof...)	0.333	6,152
Total QIA Support Salaries	2.58	\$ 120,169
TOTAL PERSONNEL	3.90	\$ 222,906
b. FRINGE BENEFITS		
1 Social Security, FICA, SUI		\$ 110,628
2 Health/Dental/Life		
3 Retirement		
4 Other Fringe		
TOTAL FRINGE BENEFITS		\$ 110,628
c. BOOKS andSUPPLIES		
1 Office Supplies		\$ 4,425
2 Resource Materials/Manuals		
3 Training Materials		
4 Other Supplies		
TOTAL BOOKS and SUPPLIES		\$ 4,425
d. TRAVEL		
1 Travel Costs		4,000
TOTAL TRAVEL		\$ 4,000
e. EQUIPMENT		

Los Angeles County Office of Education
LAC-QRIS

NAME of LAC-QRIS Partner		Funding Source	
LA OCC		QRIS CSPP Block Grant	
Director or Authorized Representative (Type Name and Title)		Description	Fiscal Year
Cheri Thomas		LAC-QRIS	2016 (Year 2)

GABI Line Item	FTEs	Total
1 Office Equipment		
2 Classroom/Outdoor		
3 Vehicle Purchase		
4 Other		
TOTAL EQUIPMENT		\$ -
f. CONTRACTED SERVICES		
1 Subcontractors - UCLA		\$ 177,277
2 Consultants		
3 Coaches		
4 Legal		
5 Training & Technical Assistance		
6 Other Contracts		
TOTAL CONTRATED SERVICES		\$ 177,277
g. TRAINING STIPENDS		
1 Stipends		
TOTAL TRAINING STIPENDS		\$ -
h. INCENTIVES		
1 Incentives		
TOTAL INCENTIVES		\$ -
i. OTHER		
1 Depreciation/Use Allowance		
2 Rent		
3 Mortgage		
4 Utilities, Telephone		
5 Building & Child Liability		
6 Building Maint & Rep		
7 Alteration/Renovation		
8 Staff Development		
9 Other		
TOTAL OTHER		\$ -
TOTAL DIRECT CHARGES		\$ 519,236
j. INDIRECT COSTS		
		\$ 26,683
TOTALS -ALL BUDGET CATEGORIES		\$ 545,919

Budget Information (Also Exhibit B-2)

SECTION B - BUDGET CATEGORIES	
6. Object Class Categories	
a. Personnel	\$ 222,906
b. Fringe Benefits	110,628
c. Books and Supplies	4,425
d. Travel	4,000
e. Equipment	-
f. Contracted Services	177,277
g. Training Stipends	-
h. Incentives	-
i Other	-
Total Direct Charges	\$ 519,236

Los Angeles County Office of Education
LAC-QRIS

NAME of LAC-QRIS Partner		Funding Source	
LA OCC		QRIS CSPP Block Grant	
Director or Authorized Representative (Type Name and Title)		Description	Fiscal Year
Cheri Thomas		LAC-QRIS	2016 (Year 2)
GABI Line Item		FTEs	Total
j. Indirect Costs		26,683	
TOTALS		\$ 545,919	

Exhibit C

LAC - OCC Performance Indicators (PI) for Quality Start Los Angeles (QSLA)

Year 2

January 1, 2016- September 2016

1. By January 31, 2016, Contractor will begin the implementation of the approved Scope of Work and ensure that all timelines, deliverables and performance indicators are met by September 30, 2016.
2. By June 30, 2016, Contractor must submit to LACOE any **updates** to the Standard Operating Procedures (SOP) that describes in detail the processes, protocols and tools used for implementing the following:
 - a) Outreach and recruitment of providers
 - b) Application and License Review, Assessment and Rating Plan
 - c) Transition Plan for sharing rating scores with coaching partners for capacity-building
 - d) Monitoring of subcontractor operations and budget
3. By April 30, 2016, and each quarter thereafter, contractor to submit program progress reports on all items identified in the Scope of Work.
4. By May 31, 2016, Contractor to have a fully executed contract with UCLA – Center for Improving Child Care Quality for conducting provider assessments and ratings.
5. By June 30, 2016, Contractor to have conducted a minimum of 2 provider outreach sessions in partnership with the QSLA Consortium.
6. By September 30, 2016, Contractor to have processed a minimum of 48 provider applications for assessment.
7. By September 30, 2016, Contractor to have issued ratings to a minimum of 48 providers in Stage I assessment and transitioned rating to coaching partner. (See Exhibit A)
8. By September 30, 2016, Contractor to have participated in the evaluation design and implementation of the QSLA evaluation plan.



Los Angeles County Office of Education

Serving Students ■ Supporting Communities ■ Leading Educators

July 2, 2015

Arturo Delgado, Ed.D.
Superintendent

Los Angeles County
Board of Education

Thomas A. Saenz
President

Douglas R. Boyd
Vice President

Katie Braude

Gabriella Holt

Alex Johnson

Monte E. Perez

Rebecca J. Turrentine

CSPP QRIS Block Grant
California Department of Education
Early Education and Support Division
1430 N Street, Suite 3410
Sacramento, CA 95814

To Whom It May Concern:

The Los Angeles County Office of Education (LACOE) and our partners, the LA County Office of Child Care (LAOCC), the Los Angeles Universal Preschool (LAUP), and the Child Care Alliance Los Angeles (CCALA) are pleased to submit our proposal in response to the California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant, Year 2.

The Year 2 CSPP QRIS Block Grant system will build upon Los Angeles' successes and create sustainable capacity at the local level to meet the needs of our youngest learners.

As the lead agency for this grant opportunity, I have enclosed the grant application along with all the required attachments. Please call me at 562-940-1741 if you have any questions.

Sincerely,

Keesha Woods, Director
Head Start-State Preschool

KW/LG:rm
Enclosures

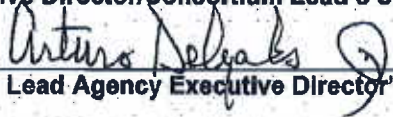
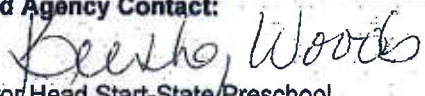
Form A. Letter of Intent

For Priority I and Priority II
CSPP QRIS Block Grant Funding
Due on June 11, 2015 by 5 p.m.

PLEASE COMPLETE EVERY PORTION OF FORM

Local Educational Agency (LEA) Name	Los Angeles County Office of Education
LEA Address	9300 Imperial Highway
LEA City	Downey
LEA ZIP Code	90242
LEA Executive Director (ED)'s Name	Arturo Delgado, Superintendent
LEA Executive Director's E-mail Address	<u>Delgado_Arturo@lacoed.edu</u>
LEA Executive Director's Phone Number	562/922-6127
Consortium Lead Agency if not the above LEA	N/A
Consortium Lead Agency Executive Director if not the above LEA ED	N/A
Consortium Service Area (county/counties)	Los Angeles County

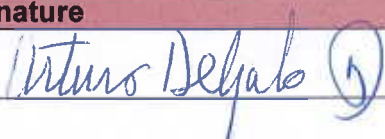
On behalf of the above agency, I hereby formally submit to the California Department of Education, Early Education and Support Division (EESD), this "Intent to Submit Application" form. I understand that this form is **mandatory to be considered for funding**.

LEA Executive Director/Consortium Lead's Signature: 	Date: 6/10/15
Consortium Lead Agency Executive Director's Signature: N/A	Date:
LEA/Consortium Lead Agency Contact:  Keesha Woods, Director, Head Start-State Preschool	Date: 6/5/15

ATTENTION PRIORITY II APPLICANTS: This letter of intent must be accompanied by documentation demonstrating that the local QRIS was operational before the release date of this RFA (i.e., a complete site rating that includes the results from a reliable external assessor on the CLASS and ERS tools). Confirm that at least one of the participating programs has been formally rated in accordance with the Implementation Guide.

The Letter of Intent to submit an application for CSPP Funding must be received electronically no later than midnight on June 11, 2015 at PSQRISBG@cde.ca.gov.

Form B. Lead Signature Page

I. Consortium Lead Agency (required). If Lead Agency is not an LEA Section II of this Signature Page must be completed.		Consortium Agency Contact		Phone Number
Arturo Delgado, Ed.D.				562/922-6127
Address	City	State	Zip Code	
9300 Imperial Hwy	Downey	CA	90242	
Signature	Date	Email		
	6/20/15	Delgado_Arturo@lacoed.edu		

II. Local Educational Agency (LEA) Lead (if different from Section I. above)		LEA Agency Contact		Phone Number
Address	City	State	Zip Code	
Signature	Date	Email		

Program Lead Contact Person	Program Contact's Email	Phone Number
 Keesha Woods	Woods_keesha@lacoed.edu	562/922-1741
Fiscal Lead Contact Person	Fiscal Contact's Email	Phone Number
 Keesha Woods	Woods_keesha@lacoed.edu	562/922-1741


By signing this signature page, the applicant(s) certify that the information contained in the application is accurate and that all forms required to be submitted as part of the RFA are certified to be true and binding on the applicants. Additionally, in signing this signature page, the Consortium/applicant(s) is confirming that they will use the Quality Continuum Framework (Framework), the Tiered rating matrix and the Implementation Guide, as found at <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp>. Signing the QRIS Block Grant Plan (Form C) also confirms that the Consortium/applicant has read and agreed to the general assurances found on this link: <http://www.cde.ca.gov/fq/fo/fm/generalassur2014.asp>.

I. Consortium Participants

- The local consortium shall include representatives from the following A–E organizations. Section I.F. is optional.
- Fill out the required information and secure stakeholders' signatures.
- When completing this section, if the signature of a consortium lead is on Form B, then on the signature line write "See Form B".
- Add additional signature blocks as needed.
- If applying as a region, the required participants for each county in the regions must be included. Copy pp. 43-44 for each county's A–E representatives.
- Signing this Section means that representatives have read and concur with the application that is being submitted.

A. Local Educational Agency (at least one of the following are required):

☒ 1. County Office of Education:

Superintendent	Arturo Delgado		6/20/15
Title	Print Name	Signature	Date
Delgado Arturo@laoe.edu	(562) 922-6127	(562) 922-6399	
E-mail	Phone Number	Fax Number	

☐ 2. School District/Charter School add contact and signatures as needed.

District Name: _____

_____	_____	_____	_____
Title	Print Name	Signature	Date
_____	_____	_____	_____
E-mail	Phone Number	Fax Number	

Note: Do not include districts that:

1. Do not serve students in grades K-3.
2. Do not have CSPP/classrooms within their boundaries.

☐ 3. Community College(s):

_____	_____	_____	_____
Title	Print Name	Signature	Date
_____	_____	_____	_____
E-mail	Phone Number	Fax Number	

Title Print Name Signature Date

E-mail Phone Number Fax Number

☐ B. First 5 County Commission: **(Required)**

Executive Director Kim Belshé  6/27/15
Title Print Name Signature Date

Kbelshe@first5la.org 213.482-5902 213.482.5903
E-mail Phone Number Fax Number

Title Print Name Signature Date

E-mail Phone Number Fax Number

☐ C. Local Post Secondary Educational Institution(s): **(Required)**

Title Print Name Signature Date

E-mail Phone Number Fax Number

☐ D. Local Child Care Planning Council: **(Required)**

Chair Richard Cohen _____
Title Print Name Signature Date

rcohen@childrensinstitute.org 310.783-4677 x3059 310.783-4676
E-mail Phone Number Fax Number

☐ E. Local Resource & Referral Agency(ies): **(Required)**

Title Print Name Signature Date

E-mail Phone Number Fax Number

Title _____ Print Name _____ Signature _____ Date _____

E-mail _____ Phone Number _____ Fax Number _____

☐ B. First 5 County Commission: **(Required)**

Executive Director _____ Kim Belshe _____
Title _____ Print Name _____ Signature _____ Date _____

Kbelshe@first5la.org _____
E-mail _____ Phone Number _____ Fax Number _____

Title _____ Print Name _____ Signature _____ Date _____

E-mail _____ Phone Number _____ Fax Number _____

☐ C. Local Post Secondary Educational Institution(s): **(Required)**

Contract and Grant Officer _____ Miesha Bailey _____
Title _____ Print Name _____ Signature _____ Date 7-1-15

mbailey@research.ucla.edu _____
E-mail _____ Phone Number _____ Fax Number _____

☐ D. Local Child Care Planning Council: **(Required)**

Chair _____ Richard Cohen _____
Title _____ Print Name _____ Signature _____ Date _____

rcohen@childrensinstitute.org _____
E-mail _____ Phone Number _____ Fax Number _____

☐ E. Local Resource & Referral Agency(ies): **(Required)**

Title _____ Print Name _____ Signature _____ Date _____

E-mail _____ Phone Number _____ Fax Number _____

Title Print Name Signature Date

E-mail Phone Number Fax Number

☐ B. First 5 County Commission: **(Required)**

Executive Director Title Kim Belshe Print Name Signature Date

Kbelshe@first5la.org E-mail 213.482-5902 Phone Number 213.482.5903 Fax Number

Title Print Name Signature Date

E-mail Phone Number Fax Number

☐ C. Local Post Secondary Educational Institution(s): **(Required)**

Title Print Name Signature Date

E-mail Phone Number Fax Number

☐ D. Local Child Care Planning Council: **(Required)**

Chair Title Richard Cohen Print Name Signature Date 6/30/15

rcohen@childrensinstitute.org E-mail 310.783-4677 x3059 Phone Number 310.783-4676 Fax Number

☐ E. Local Resource & Referral Agency(ies): **(Required)**

Title Print Name Signature Date

E-mail Phone Number Fax Number

E-mail

Phone Number

Fax Number

☐ B. First 5 County Commission: **(Required)**

Title

Print Name

Signature

Date

E-mail

Phone Number

Fax Number

Title

Print Name

Signature

Date

E-mail

Phone Number

Fax Number

☐ C. Local Post Secondary Educational Institution(s): **(Required)**

Title

Print Name

Signature

Date

E-mail

Phone Number

Fax Number

☐ D. Local Child Care Planning Council: **(Required)**

Title

Print Name

Signature

Date

E-mail

Phone Number

Fax Number

☒ E. Local Resource & Referral Agency(ies): **(Required)**

Executive Director Cristina Alvarado

Title

Print Name

Signature

Date

calvarado@ccla.net

E-mail

323 274-1390

Phone Number

Fax Number

Title

Print Name

Signature

Date

Title _____ Print Name _____ Signature _____ Date _____

E-mail _____ Phone Number _____ Fax Number _____

☐ F. Optional: Other local agencies, including non-profit organizations that provide services to children from birth to 5 years of age, inclusive.

Chief Executive Officer Sachi A. Hamai  _____
Title Print Name Signature Date

shamai@ceo.lacounty.gov 213.974-1101 _____
E-mail Phone Number Fax Number

Chief Executive Officer Celia C. Ayala _____
Title Print Name Signature Date

cayala@laup.net 213.416-1844 _____
E-mail Phone Number Fax Number

Title _____ Print Name _____ Signature _____ Date _____

E-mail _____ Phone Number _____ Fax Number _____

Title _____ Print Name _____ Signature _____ Date _____

E-mail _____ Phone Number _____ Fax Number _____

Title _____ Print Name _____ Signature _____ Date _____

E-mail _____ Phone Number _____ Fax Number _____

Title	Print Name	Signature	Date
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E-mail	Phone Number	Fax Number
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☐ F. Optional: Other local agencies, including non-profit organizations that provide services to children from birth to 5 years of age, inclusive.

<u>Chief Executive Officer</u> Title	<u>Sachi A. Hami</u> Print Name	Signature	Date
---	------------------------------------	-----------	------

<u>shamai@ceo.lacounty.gov</u> E-mail	<u>213.974-1101</u> Phone Number	Fax Number
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<u>Chief Executive Officer</u> Title	<u>Celia C. Ayala</u> Print Name	Signature	Date
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<u>cayala@laup.net</u> E-mail	<u>213.416-1844</u> Phone Number	Fax Number
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Signature

6/15/15
Date

Title	Print Name	Signature	Date
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E-mail	Phone Number	Fax Number
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Title	Print Name	Signature	Date
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E-mail	Phone Number	Fax Number
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Title	Print Name	Signature	Date
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E-mail	Phone Number	Fax Number
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II. The Consortium's Quality Rating and Improvement System

A. An Overview of the consortium's current Quality Rating and Improvement System (QRIS)

A1. Describe the local Early Learning Community.

The local early learning community in Los Angeles County varies in terms of providers, staff needs, and access to quality care for families of young children. Below is a brief description of each key stakeholder, as reported in the *Early Care and Education Landscape in Los Angeles County: Access, Workforce, and Quality* report, (2014), published by the Advancement Project.

The provider landscape: Eight different types of providers offer services for children 0-5 in L.A. County: 1) child care centers, 2) licensed family child care homes, 3) Head Start/Early Head Start, 4) Los Angeles Universal Preschool (LAUP); 5) California State Preschool Programs; 6) Alternative Payment Programs; 7) licensed exempt providers, and 8) General Child Care Programs.

Professional development needs of local ECE staff: The report states there are two distinct professional development pathways working in early learning settings: 1) traditional high school- and college-educated ECE providers with more linear trajectories and 2) nontraditional providers less comfortable with and less commonly found in formal education settings. For many in the second group, their challenge was accessing traditional formal education pathways to increase their education levels and remain in the ECE field. Interestingly, the report also highlighted that both groups self-reported needing: 1) formal and informal ECE coursework, 2) clear professional development guidance, and 3) financial support to help with the cost of completing a formal education.

Access to quality care for families: Although, L.A. County offers numerous services, a gap of service accessibility continues to exist. Demographics on access for preschool services for children 0-5 in L.A. County is as follows:

- L.A. County is home to over 150,000 families with children under 5 living in poverty.
- There were only enough seats in licensed ECE centers for 2.4% of infants and toddlers, and 41.3% seats for preschool-aged children
- Areas in high need of ECE services tended to have more low-income families, more Hispanic or Latino, and/or African American children
(*Early Care and Education Landscape in Los Angeles County: Access, Workforce, and Quality*).

A2. Provide background information on the development of your local QRIS.

From 2012-2016, Los Angeles County operated two QRIS systems under the Race to the Top-Early Learning Challenge. One system was operated by the Los Angeles Office of Child Care (LAOCC) and the other system was operated by the Los Angeles Universal Preschool (LAUP). Both systems focused on the Quality Continuum Framework Rating Matrix and a tiered rating schedule for participating providers serving children ages 0-5.

In 2014-15, the Los Angeles County Office of Education (LACOE) partnered with LAOCC and LAUP to write the grant for the California State Preschool (CSPP) Quality Rating Improvement System (QRIS) Block Grant initiative to create one L.A. County Quality Rating Improvement System (LAC-QRIS). LACOE's role has been to facilitate blending the two county systems into one that leverages resources and engages all stakeholders in supporting enhanced child outcomes.

The purpose of LAC-QRIS is to build on existing practices and partnerships to create a seamless system that assesses, enhances, and communicates the quality of CSPP-funded programs that links to enhanced child outcomes. At this time, LAC-QRIS provides services and incentives to CSPP providers only. LAC-QRIS goal is to obtain additional funds to support all early childhood education providers that serve children ages 0-5, thus increasing access to high quality programs to all families in L.A. County

LAC-QRIS partner roles are as follows:

- LACOE is responsible for administrative oversight, partnership coordination to achieve school readiness outcomes, program monitoring, provider recruitment, outreach and evaluation of the LAC-QRIS Block Grant contract.
- LAOCC conducts pre-assessment, verifies licensing history of applicants, conducts ratings, shares rating results with LAUP and LACOE, and recruits providers.
- LAUP provides capacity-building support, which includes training, technical assistance, coaching, and professional development for providers. Additionally, LAUP also administers improvement and sustainability incentives and awards, and recruits providers.

LAC-QRIS uses a three-stage approach for providers:

Stage 1 – Pre-assessment includes providers that have never received an initial rating. This stage meets the intent of the funding requirement that no more than 20% of funds are used for assessment and rating.

Stage 2 – Quality Improvement and Capacity Building includes providers that received a tier rating of 1, 2, or 3 and require assistance to reach a rating of 4 or 5. This stage includes training, materials, coaching, and mentoring to assist providers with closing gaps and strengthening program implementation. Providers in this stage receive a second assessment and rating after two years of capacity-building support.

Additionally, providers that received the initial rating and some capacity-building support from RTT-ELC receive coaching through LAC-QRIS. Coaching support is not provided through existing RTT-ELC QRIS funds, therefore, this project does not supplant dollars.

Providers with a 4 or 5 rating receive limited capacity-building support to help maintain the rating.

Stage 3 – Sustainability includes providers with a tier rating of 4 or 5. These providers receive financial incentives to assist them with maintaining the 4 or 5 rating. Providers with a rating of 1-3 may also be eligible for incentives to support their efforts to reach a rating of 4 or 5.

Stages 2 and 3 meet the funding requirement of allocating at least 80% of funds to quality improvement.

There will be an annual increase of approximately 48 new providers. It is our intent that no provider in Stage 2 will remain in this stage more than 2 years.

A3. Describe the challenges and barriers in operating your local QRIS.

The LAC-QRIS Leadership Team has addressed a number of challenges with launching its local QRIS efforts. Below are just some of the key challenges:

Time: A small eight-month window to implement the LAC-QRIS CSPP Block Grant has been challenging, given LAC-QRIS consists of three agencies working to blend two QRIS systems into one, provide services, and evaluate the program design.

Changes in the rules: The sudden change in the rules that we would be unable to serve family child care (FCC) providers has created programmatic and fiscal challenges. The approved application and budget included FCCs, but during the CDE webinar for the Year 2 application, it was stated that only those providers with direct CSPP contracts would be eligible. The LAC-QRIS Leadership Team is working to redefine roles, revise budgets, and seek partnerships to address the needs of FCCs. Services to providers serving children 0-3 is also a challenge for LAC-QRIS. Over time, the LAC-QRIS Leadership Team will seek to obtain support for these providers as well.

Limited guidelines: LAC-QRIS has been instructed to refer to the CDE RTTP Implementation Guidelines; however, CSPP QRIS Block Grant funds are funded by Prop 98. The law is clear on what services may be rendered and to whom, while the RTTP guidelines were intended for a different audience.

Staffing: Each partner is hiring staff or facing staff turnover, which may or may not have implications on program delivery going forward.

Program Calendar: The overlapping of the calendar years for the QRIS CSPP Block Grant for Years 1 and 2 creates a fiscal challenge for LAC-QRIS partners that are accustomed to operating programs and budgets for 12 months, typically, July 1 to June 30.

A4. Describe the success and lessons learned in operating your local QRIS.

LAC-QRIS has experienced several successes in just a few months are several. Following are some of the highlights:

- 1) LAC-QRIS has established a leadership team comprised of three key stakeholders: LACOE, LAOCC, and LAUP. The leadership team has met at least six times with 9-15 people to coordinate and plan CSPP Block Grant implementation;
- 2) LAC-QRIS is processing contracts and subcontracts for key stakeholders, a database, and outreach;
- 3) LAC-QRIS has been able to get key L.A. County stakeholders to the table to commit and/or support implementing the QRIS CSPP Block Grant. For example, on May 13, LAC-QRIS members presented an update of the QRIS Block Grant to the Policy Roundtable; on May 29, the same presentation was made for FCCs. On June 29, the LAC-QRIS leadership team met with First 5 LA to discuss next steps for QRIS in L.A. County given that the State First 5 will be releasing its IMPACT grant shortly.

At least two lessons learned include:

- 1) Written meeting notes: With multiple partners involved in implementing LAC-QRIS, it is essential to document leadership team meetings with minutes, outline major decisions, and determine who needs to follow up on tasks and provide deadlines. For each leadership team meeting, minutes are reviewed and distributed to the group to ensure all partners are on the same page.
- 2) Standard operating procedures manual: Since LAC-QRIS does not have specific implementation guidelines for the Block Grant, LAC-QRIS partners have agreed to LACOE's request to write an internal standard operating procedures (SOP) manual to help ensure quality control of program implementation, and to ensure all partners are fully aware of the procedures in place. The SOP manual is currently in development.

B. Quality Continuum Framework and Tiers

B1: How does the consortium incorporate the Quality Continuum Framework (QCF)? Go to <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp> to reference the QCF.

LAC-QRIS fully utilizes QCF to implement CSPP Block Grant services. The countywide system builds on California's local and statewide successes and creates sustainable capacity

at the local level to meet the needs of our youngest learners. LAC-QRIS focuses on programs with the highest need, such as the CSPP providers that serve California's most vulnerable population. Our three-stage design supports a locally driven quality improvement process that encourages assessment, goal setting, and monitoring progress that leads to tangible change.

B2: Please identify your local rating system in reference to the Tiered Rating Matrix. Go to <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp> to reference the Tiered Rating Matrix.

Step One: identify the consortium's Tier 2:

- ☒ A) Using existing point system
 - ☐ B) Have local block
- If B, then fill in Tier 2 in **B3** below.

Step Two: identify the consortium's Tier 5:

- ☒ A) Using existing point system
 - ☐ B) Using points and has an additional requirement (e.g. accreditation, inclusionary plans for dual language learners, etc.)
- If B, then fill in Tier 5 in **B3** below.
- ☐ C) Have a local block
- If C, then fill in Tier 5 in **B3** below.

B3. LOCAL TIERED RATING MATRIX WITH ELEMENTS AND POINTS.
Complete as needed, based on responses to B2.

ELEMENT	BLOCK (Common Tier 1) Licensed In-Good Standing	Local Tier 2	Local Tier 5
CHILD DEVELOPMENT AND SCHOOL READINESS			
1. Child Observation	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
2. Developmental and Health Screenings	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (<i>Community Care Licensing</i> form LIC 701 "Physician's Report – Child Care Centers" or equivalent) used at entry, then: <ol style="list-style-type: none"> Annually Ensures vision and hearing screenings are conducted annually 	<input type="checkbox"/> Program works with families to ensure screening of all children using the ASQ & ASQ-SE, if indicated, at entry, then as indicated by results thereafter AND <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement

			intervention strategies and adaptations as appropriate AND <input type="checkbox"/> Meets Criteria from point level 2
3. Local Element (Please describe)			
TEACHERS AND TEACHING			
1. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCH)	<input type="checkbox"/> Meets Title 22 Regulations [Center: 12 units of Early Childhood Education (ECE)/Child Development (CD) FCCH: 15 hours of training on preventive health practices]	<input type="checkbox"/> Center: 24 units of ECE/CD (For all ECE/CD units, the core 8 are desired but not required) OR Associate Teacher Permit <input type="checkbox"/> FCCH: 12 units of ECE/CD OR Associate Teacher Permit	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) OR BA/BS in any field plus/with 24 units of ECE/CD (or Master's degree in ECE/CD) OR Program Director Permit AND <input type="checkbox"/> 21 hours PD annually
2. Effective Teacher-Child Interactions: CLASS Assessments (*Use tool for appropriate age group as available)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS for appropriate age group as available by one representative from the site	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: PRE-K <ul style="list-style-type: none"> Emotional Support – 5.5 Instructional Support – 3.5 Classroom Organization – 5.5 Toddler <ul style="list-style-type: none"> Emotional & Behavioral Support – 5.5 Engaged Support for Learning – 4 Infant Responsive Caregiving (RC) – 5.5
3. Local Element (Please describe)			

PROGRAM AND ENVIRONMENT			
1. Ratios and Group Size (Centers Only beyond licensing regulations)	<input type="checkbox"/> Center: Title 22 Regulations Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations <i>(excluded from point values in ratio and group size)</i>	<input type="checkbox"/> Center – Ratio: Group Size Infant/Toddler – 4:16 Toddler – 3:18 Preschool – 3:36	<input type="checkbox"/> Center – Ratio: Group Size Infant/Toddler – 3:9 or better Toddler – 3:12 or better Preschool – 1:8 ratio and group size of no more than 20
2. Program Environment Rating Scale(s) (Use tool for appropriate setting: ECERS-R, FCCERS-R)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as part of a Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 OR Current National Accreditation approved by the California Department of Education
3. Director Qualifications (Centers Only)	<input type="checkbox"/> 12 units core ECE/CD+ 3 units management/administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +/-with 3 units management/administration OR Master Teacher Permit	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +/-with 8 units management/administration OR Administrative Credential AND <input type="checkbox"/> 21 hours PD annually
4. Local Element (Please describe)			
Program Type	Common-Tier 1	Local-Tier 2	Local-Tier 5
Centers 7 Elements for maximum 35 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 8 to 19	Point Range 32 and above
FCCHs 5 Elements for maximum 25 points	Blocked (No Point Value) – Must Meet All Elements	Point Range 6 to 13	Point Range 22 and above
Note: Point values are not indicative of Tiers 1-5 but reflect a range of points that can be earned toward assigning a tier rating (see Total Point Range).			

C. Rating and Assessing

C1. Confirm how the consortium will ensure that the qualifications of those who are conducting the assessments (QRIS ratings) meet the requirements of the Implementation Guide. Describe the process(es) for ongoing quality control for maintaining an appropriate degree of rigor, including inter-rater reliability, in their rating processes?

LAC-QRIS quality ratings are completed by UCLA CICCQ, a partner of the Los Angeles Office of Child Care (LAOCC). Going forward, LAOCC will transition the assessment and rating work in-house and institutionalize it as a county service by year 3 of the program. Ratings completed by a team of readily accessible and highly trained observers benefits LAC-QRIS and circumvents any delays or interruptions in producing quality ratings.

Qualifications of observers include the following:

- Complete training in Environmental Rating Scales (ERS) for ECERS. Complete training in Classroom Assessment Scoring System (CLASS). CLASS (Pre-K) provided by Teachstone for observational measures.
- Reviewer's reliability is certified and s/he must complete an inter-rater reliability check with the CICCQ team's lead reviewer after every tenth quality review, or at least once every three months. For inter-rater reliability, reviewers must meet a minimum mean weighted Kappa (K) $\geq .70$ for each item of the measure.
- Reviewers' reliability on the ERS and CLASS measures is re-checked and certified every calendar year by ERSI and Teachstone.
- Reviewers that are evaluating documentation on the Continuum Quality Framework are also required to undergo training to gain familiarity with the data collection tools being used to gather such information. Thereafter, reviewers must establish inter-rater reliability with CICCQ's lead reviewer. Reliability on the documentation review is checked every tenth review or at least once every three months and must be re-established at the beginning of the next contract period.

C2. Using the Implementation Guide, what are the local QRIS monitoring and rating frequency decisions (based on local goals and resources)? The Implementation Guide can be found at <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp>.

LAOCC initially monitors compliance licensing requirements when each child care program submits an application to participate. This licensing review occurs in collaboration with local CCL offices. Additionally, LAOCC observes and rates each participating child development program once every two years and maintains a rating schedule that is closely monitored by LAOCC. All observations include ERS and CLASS measures.

Additionally, all programs undergoing first tier rating complete a self-assessment rubric to report their rating for non-observational elements (e.g. Child Observation/Assessment,

Developmental and Health Screening, Lead Teacher Qualifications, and Director Qualifications). These self-assessment results are submitted to LAOCC for processing. To monitor the accuracy and validity of the self-assessment reports, LAOCC validates a proportional sample of the documentation. If a consistent pattern of unvalidated information is found, then a complete review takes place.

LAOCC staff complete licensing verification reviews every year to ensure participating programs meet the minimum licensing criteria as outlined in the Continuum Quality Framework. During site visits, LAUP's coaches complete monitoring of teacher/child ratios and non-observational elements. LACOE provides administrative oversight of LAOCC and LAUP.

C3. What type of local data systems are used to: implement a local monitoring process; gather quality and scoring information; track supports and incentives; ensure participation by targeted California State Preschool programs (CSPP) and Family Child Care Home Education Networks (FCCHEN) providing CSPP services; and review progress in relation to the Consortium's local quality improvement targets.

LAC-QRIS contracted with Pinwheel, Inc. to implement a local data system in Year 1. The database gathers, monitors, tracks, and helps review progress of participating agencies and staff.

C4. How will data be used to implement continued efficiencies and improvements?

Each participating child care program receives a quality rating report that relays the results of their evaluation within six to eight weeks after a site visit. LAUP coaches receive copies of these reports to plan quality improvement strategies. Program goals, quality improvement plans, and professional development activities are used as a baseline measurement of progress.

LAC-QRIS is in discussion with First 5 LA to evaluate this project. LAC-QRIS uses the data from this project to inform planning and sustainability efforts throughout the county, state, and federal levels.

D. Quality Improvement Process.

D1. How do you use the Framework's Continuous Quality Improvement Pathways Common Tools and Resources? Go to <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp> to reference the Continuous Quality Improvement Pathways Common Tools and Resources.

The QCF's Pathways Common Tools and Resources are used in all internal and external LAC-QRIS quality improvement efforts. LAUP coaches hold master's degrees in early childhood education (ECE) or a related field with 6-8 years of experience, including classroom teaching. LAUP Family Engagement Specialists hold bachelor's degrees in child development or social work with 3-5 years experience working with children and families from cultural and linguistically diverse backgrounds. Program Leadership Consultants hold

master's degrees in ECE or Business Administration, with five years teaching and at least three years of early learning leadership experience. During their intense orientation, coaches receive training, information, and resources on the Common Tools and Resources of the QCF. Coaches are able to address specific questions or issues and determine goals with the provider that would benefit the classroom or site. All efforts to improve quality are correlated to the QCF and Pathways. All goals are captured in a database to track progress and completion. In addition to on-site training and technical assistance, tools and resources will be posted online to increase access and maximize outreach to providers. Monthly goals are analyzed for trends and the information is used to help identify training and technical assistance opportunities at local and regional levels.

D2. How does the consortium actively increase the quality of the early learning programs?

Data from the *Los Angeles Community Needs Assessment* and data from LAOCC, LAUP, and LACOE have been analyzed, to identify CSPP programs for inclusion in this effort, particularly those that have not previously participated in QRIS efforts. The LAC-QRIS leadership team coordinates outreach efforts to include all five supervisorial districts in the county and target cities and zip codes where children with high needs make up the majority of the population. Once programs' applications are approved and they agree to participate, programs are assessed and ratings assigned. From there, their assigned program coach, family engagement specialist, and/or program leadership consultant work with them to increase program quality and identify existing barriers. Administrators are encouraged to include goals in their quality improvement plan that address identified barriers. Implementation is supported through coaching, technical assistance and/or trainings.

LAUP staff provide targeted technical assistance, while regional training is provided by LAUP, LACOE Head Start, CPIN Region 11, and Resource and Referrals (R&Rs). Training topics include cultural competency, second language acquisition, working with children with special needs and high-risk children, instructional strategies supporting foundations, and/or CLASS. Programs have access to Workforce Development Specialists to identify coursework and professional development opportunities to further their personal goals or goals as a part of their quality improvement plans at the classroom level. Coaches work with teaching staff to assist them with choosing or continuing implementation of a research-based curriculum that demonstrates support of English language learners and children with special needs. The California Preschool Learning Foundations and Curriculum Framework act as supplemental resources to enhance the activities and lessons that teachers plan for children in their classrooms to ensure their specific needs are being met and supported.

Through LAUP services, LAC-QRIS provides technical assistance and training to ensure providers have open and non-discriminatory enrollment policies and make reasonable accommodations for children identified as eligible for special education and/or related services under IDEA. The use of incrementally aggregated data from ECERS, CLASS, and DRDP help increase program quality and address barriers. Family engagement and leadership support coaches assist programs with addressing the needs of children and families.

D3. How does the Consortium offer training and technical assistance (T & TA) to program staff on developmental and behavioral screening using standardized, validated screening tools?

During orientation and ongoing professional development, LAUP coaches receive training on developmental and behavioral screening such as the ASQ, ASQ-SE and DRDP. Afterwards, coaches provide individualized support to sites, classrooms, and teachers on developmental screenings and assessments, including how to use the tools' data to inform teaching practices and initiate conversations with parents around potential concerns. LAUP also uses two staff who are certified DRDP trainers by The WestEd Desired Results Training and Technical Assistance Project. Trainers are also certified in ASQ and ASQ-SE by the WestEd Center for Prevention and Early Intervention (CPEI).

Program coaches, family engagement specialists, and program leadership consultants have training and some knowledge of DRDP, ASQ, and ASQ-SE to provide support, as appropriate, based on their roles. During on-site coaching, program staff receive support to understand the value and importance of using developmental assessments to inform teaching practices, curriculum planning, parent engagement, and meet the individual needs of children. Providers use screening tools to assist parents with identifying concerns that may require referrals and follow-up services for children. LAUP also makes resources and materials available to providers to support them with managing and understanding the referral process. Staff offer and facilitate trainings on topics, such as "The Power of Observation," that highlight the value of observation when collecting data for developmental assessments; or "Supporting Parents Through the Referral Process," in which teachers receive much needed information and resources for working with parents when administering a developmental screening.

D4. What type of incentives and support mechanisms does the consortium utilize for high-quality program providers to serve children with high needs?

All eligible CSPP providers have access to LAUP coaching support from a cadre of highly trained early learning professionals who have teaching and/or administrative experience in an early learning program. Coaches provide monthly on-site visits for a minimum of four hours to all participating sites rated at tiers 1-3. Each coach carries a caseload of 12-15 sites with up to 40 classrooms per site. Providers at tier 4 or higher have already exhibited an ability to sustain and maintain high quality programs. Therefore, on-site coaching visits are conducted at a minimum of quarterly or as needed. Providers at Tiers 1-3 receive quarterly visits from a program leadership consultant who works with program leadership staff, such as directors, to better understand the systems, resources, and supports needed to reach and maintain high quality programs (defined as tier 4 or 5). Providers at Tier 4 or 5 receive monthly support from a family engagement specialist to improve or enhance family supports and engagement. Each provider also develops a quality improvement plan (QIP) to raise or maintain a high quality program as defined in tiers 4 and 5 of the Quality Continuum Framework. Quarterly analysis of QIPs identifies trends and determines a need for additional or new supports for providers.

LAUP has established an expansive menu of trainings that is available to providers. Topics include overviews on ERS, CLASS, ASQ, DRDP, Protective Factors, and Parent

Engagement. LAUP and its partners continue to grow the menu as additional training needs are identified when analyzing data, goal trends, and element ratings.

LAC-QRIS has the advantage of being able to analyze data from the RTT-ELC CSPP providers already rated using the Quality Continuum Framework. The three lowest-scored elements identified are Developmental and Health Screenings, Teacher Qualifications, and ERS. With this valuable information, we can prepare our staff to address the use of developmental and health screenings and environmental quality during their monthly on-site visits and encourage providers to develop goals in these areas for their QIPs. We will partner with LACOE's Head Start program that employs licensed experts in health, mental health, and disability services. LAC-QRIS is positioned to develop learning communities that continue to build knowledge of staff involved.

Other more tangible incentives include the purchasing of classroom materials, administrator and teacher resources such as ASQ kits or CLASS manuals, professional development stipends to pay for teachers to attend training, in-depth training series, professional learning communities, access to Workforce Specialists who can help with coursework or permit achievement and parent education resources.

Center providers with tier 4 ratings receive a block grant of \$6,000 per classroom while tier 5 providers receive \$8,000 grants per classroom.

D5. How does the consortium include local efforts that support healthy development, such as health and safety practices, active physical play, and adult-child relationships, which support social-emotional development?

Healthy development, in the form of health and safety practices and physical activities, are embedded in the ECERS tool and a focus of coaching visits and trainings. LAUP offers a series of trainings on the importance of physical activity, nutrition, and brain development to further develop providers' skills and knowledge. Providers have access to resources and coaching development, which help integrate healthier snack/meals and increase the amount of physical activity offered to children at school and at home. LAC-QRIS uses LAUP's grant through the Department of Public Health's Choose Health LA Kids initiative. The initiative addresses childhood obesity for children 0-5 in parent education workshops, food demonstrations, and grocery store tours. LAUP is also issuing facility improvement awards (\$1.6 million) for approximately 110 providers to improve the quality of outdoor spaces in terms of safety issues and developmentally appropriate environments. All providers have access to order outdoor and gross motor equipment to enhance the environments and access to materials to develop children's healthy habits and physical development.

The importance of positive adult-child relationships is a focus of CLASS. Coaching and technical assistance address the best practices identified in the tool's dimensions. One LAUP staff is an affiliate trainer on Pre-K CLASS. Having this level of internal expertise to conduct formal trainings for providers and coaches is invaluable in terms of teacher-child interactions and social-emotional development. LAUP is also able to use this expertise when developing provider resources.

The Center on the Social and Emotional Foundations for Early Learning (CSEFEL) Learning Pyramid or the ASQ-SE is used during coaching visits to foster developmentally appropriate strategies in supporting a child's social-emotional development. Examples of strategies coaches use includes the following: providing specific feedback when children behave well; encouraging teachers to facilitate positive peer interactions by clearly stating behavioral expectations; and encouraging a proactive approach when problems arise. LAUP also employs a staff member with extensive mental health experience and we expect to use her expertise to develop trainings for coaches and providers.

LAC-QRIS strongly believes that parents are their children's first teachers. LAUP and CCALA implement strategies to educate and support parents and families in their child's development. Both LAUP and CCALA will use the Strengthening Families Framework and Protective Factors in working with providers and parents. LAUP will explore the use of Abriendo Puertas/Opening Doors, a parent education curriculum, in LAC-QRIS quality improvement activities.

As the largest Head Start grantee in the county, LACOE brings over 30 years of experience providing health services to children and families. Once again, LAC-QRIS will leverage partner resources to offer providers access to LACOE trainings. These trainings will better equip providers to address health and safety practices and support the overall healthy development of children served in CSPP classrooms.

E. Convening and Strengthening Partnerships

E1. As the lead agency, how are you ensuring that all consortium members engage in the local QRIS work? Describe the decision making process within the consortium. If you have a visual/flow chart which describes your decision making process, you may choose to include it.

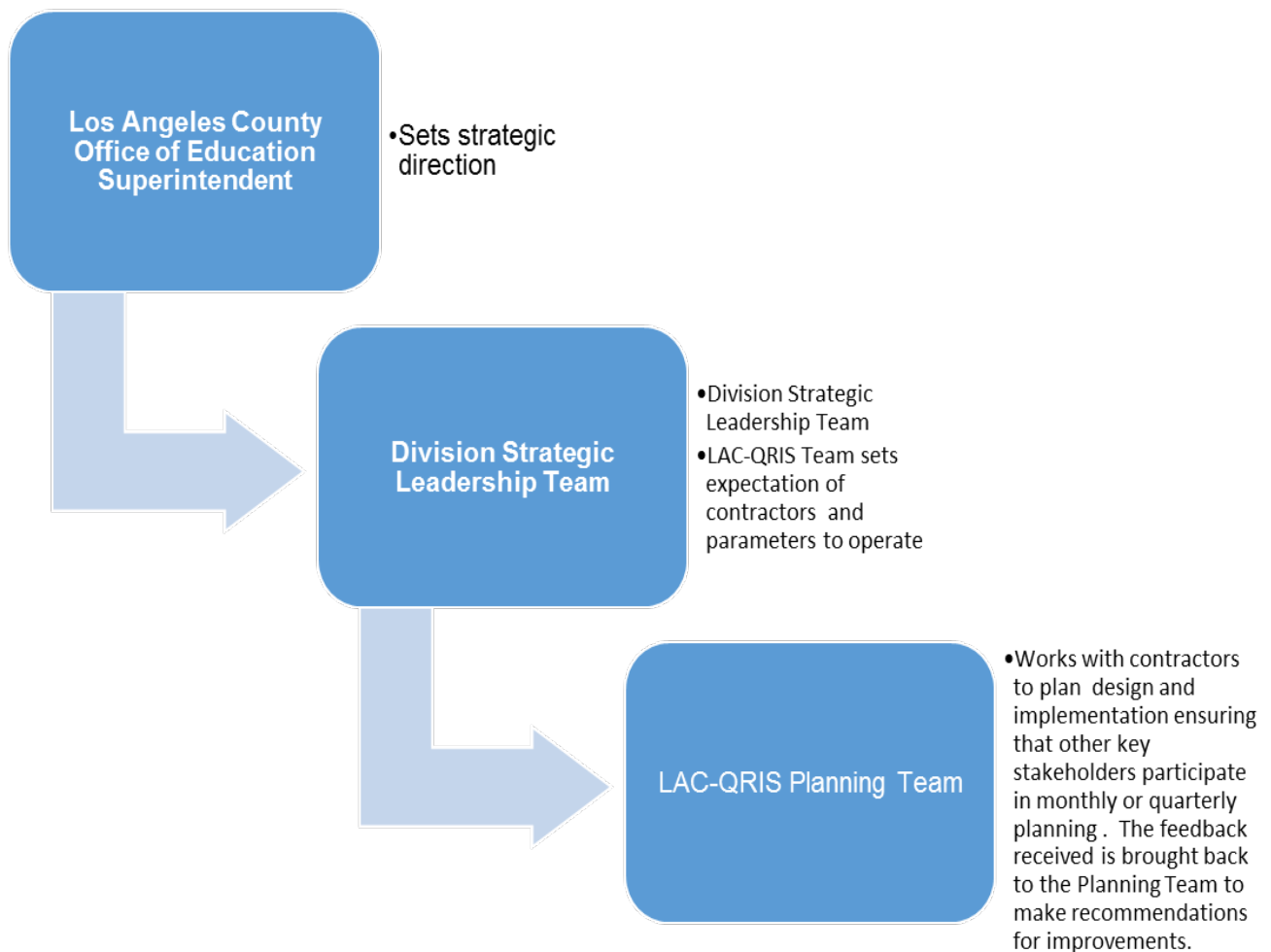
The oversight and implementation of this project is housed in the Head Start-State Preschool Division, the leading division for early education services for the Los Angeles County Office of Education (LACOE). Head Start's structure is built on *Four Pillars of Responsibility*: planning, resource development and collaboration, ongoing monitoring/ accountability, and training and technical assistance (T/TA). The organizational structure and functional characteristics support a strong birth-to-five workforce that creates total integration of services and promotes children's progress and preparation for school.

LACOE, as the lead agency (contractor with CDE), ensures that LAOCC and LAUP are fully involved in planning, designing, implementation, and evaluation of the LAC-QRIS system.

LAC-QRIS uses a collaborative and participatory decision-making approach. The LACOE strategic leadership team makes decisions about all programs and projects within the Division. The LAC-QRIS leadership team, which includes project managers from LACOE, LAUP, and LAOCC, meets monthly to make key decisions regarding outreach, implementation, and evaluation. Ultimately, LACOE is the fiscal and contract administering

agent and will be the final decision-maker to ensure all contractual responsibilities are of the highest quality and that stakeholders are accountable to the public and the funding source (CDE).

Going forward, the leadership team will continue to meet monthly, then move to bi-monthly, and then quarterly, to develop and design operational systems that ensure complete cohesiveness of service delivery and clear communication across partners. At least once annually, LAC-QRIS will engage representatives from providers, policymakers, funders, and community partners to provide updates and share lessons learned regarding implementation. This will allow for a continuous improvement process that strengthens the overall implementation of LAC-QRIS.



E2. In addition to required partners, how will the consortium bring together other organizations in their region with the same goal of improving the quality of early learning, including but not limited to: Early Education and Support Division (EESD) programs, including migrant child care programs, alternative payment programs; Early Head Start and Head Start; tribal child care; county Health and Human Services programs including Women, Infants, and Children (WIC); California Home Visiting Program (CHVP) and local home visiting programs; and non-profit agencies and other organizations providing services for children from birth to age five?

LAC-QRIS efforts are implemented through a partnership involving LACOE, LAOCC, and LAUP. Each partner organization has projects underway and established networks, including RTT-ELC and/or State Preschool. To build on existing networks, avoid duplication, and incorporate stakeholder input into quality improvement strategies, LAC-QRIS provides regular updates and seeks feedback from key stakeholders at various countywide meetings. In general, the purpose of these meetings is to disseminate LAC-QRIS information and resources to support networking among participants, update stakeholders, gather suggestions on policy issues, and enlist others to promote, sustain, and/or expand LAC-QRIS services.

E3. As the lead agency, how are you encouraging networking at the local level to create coherence and alignment in planning and implementation efforts across communities with support and technical assistance from the CDE, participating state agencies, and other state partners?

LACOE uses lessons learned from LAUP and LAOCC on their RTT-ELC advisory committee structures to conduct the LAC-QRIS consortium advisory meeting. The LAC-QRIS consortium will meet at least once annually with representatives from participating sites and key stakeholders such as resource and referral agencies, Community Care Licensing, and parent advocates. The LAC-QRIS consortium provides guidance and expertise and assists with raising public awareness about the LAC-QRIS rating system and its benefits.

Convening key stakeholders, such as the Los Angeles County Early Care and Education Workforce Consortium, County of Los Angeles Policy Roundtable for Child Care and Development, Local Child Care Planning Committee, Resource and Referrals, Higher Education, and First 5 LA, garners support for QRIS efforts. Other agencies serving children birth to five, including local County Departments, such as the Department of Child and Family Services and Department of Mental Health, are also to be engaged.

Peer networking for participating providers is also a key component of LAC-QRIS. First, coaching assignments are based on geographical service areas to create cohorts of learners and easily encourage mentoring among sites and teaching staff. Second, LAUP coordinates professional learning communities to encourage peer-to-peer support and learning. QCF and the Common Tools and Resources act as a guide when developing the content for these learning communities, while support and technical assistance from CDE and other partners are implemented to support quality improvement efforts.

E4. How is the consortium developing strong partnerships with local school districts that focus on aligning developmentally appropriate practices, creating and building a birth to age eight continuum that supports healthy transitions, aligns professional development, promotes family engagement, and includes local Transitional Kindergarten (TK) and traditional Kindergarten School Readiness programs in the quality efforts?

LACOE, as the local education agency for the county, has responsibility for all 80 school districts within the county. This positions LACOE to effectively communicate and bridge gaps in the birth-to-five early education system. For example, LACOE's Early Childhood Education Professional Learning Communities is funded by LAUP's L.A. County ECE Workforce Consortium to develop a program in which Transitional Kindergarten teachers and their principals work closely with the early childhood program on their campus to incorporate early childhood concepts and theories into their transitional kindergarten classrooms. Participants receive training and have access to professional learning communities where early childhood educators build capacity and knowledge relevant to early childhood development.

F. Monitoring and Evaluating the Impacts on Child Outcomes

F1. Describe your process for monitoring and evaluating the impact of your quality improvement efforts on child outcomes.

The effective implementation of management systems and program services are monitored through a three-tiered, integrated system that relies on providers having established procedures to review implementation of requirements, standard methods to implement those requirements, and procedures to correct identified problems. LAC-QRIS will have written plans modeled after Head Start protocols to support providers in monitoring program services. Requirements will describe minimum expectations for providers to ensure contractual compliance. The three-tiered monitoring model is described below:

Tier I Self-Monitoring – LAOCC and LAUP will have developed systems to ensure consistent application of the operating procedures and processes approved by LACOE. LAOCC and LAUP will develop self-tracking processes and reviews to ensure they comply with LACOE's contract requirements. The LAC-QRIS data management system will be used to track and monitor services, as well as create reports.

Tier II LAC-QRIS Monitoring – LACOE conducts regular monitoring of LAOCC and LAUP's implementation of the approved procedures and processes, as per each partner's approved Scope of Work in their prospective contracts. This includes the review of LAC-QRIS data to determine if services have been provided in a timely manner to providers and that documentation of financial incentives aligns with cost reports and financial statements.

Tier III Internal Monitoring – LACOE monitors its own implementation of the contract guidelines. This monitoring helps to determine the effectiveness of internal management systems, and the degree we hold ourselves and our providers accountable for quality, comprehensive services.

Annually, LAC-QRIS uses quantitative and qualitative data to monitor and evaluate the impact on child outcomes. Discussions are moving forward with First 5 LA who has expressed interest in working with LAC-QRIS to design and conduct the Year 1 and 2 evaluations of the LAC-QRIS process and outcomes.

Components of the external evaluation may include: process outcomes on the partnership, an analysis of the program self-assessments, staff survey data, which may include qualitative data from teachers, supervisors, and families on the benefits and challenges of LAC-QRIS. In addition, the evaluation may include the impact of tier ratings and capacity-building efforts, CLASS pre- and post-ratings, and kindergarten readiness outcomes.

F2. Describe the extent to which you use kindergarten entry data to demonstrate the effectiveness of your quality improvement efforts on affecting positive child outcomes. (E.g., Are more of the children who were enrolled in your Tier 4 and Tier 5 rated sites scoring higher on their kindergarten readiness assessments than their counterparts enrolled in Tiers 1, 2 and 3?)

LAC-QRIS proposes to partner with First 5 LA and its Best Start communities to sample and track a group of providers and the children served. The proposal includes collecting and analyzing data to determine the degree to which there are kindergarten readiness outcomes as a result of quality efforts.

G. Disseminating Information to Parents and the Public about Program Quality

G1. Describe the consortium's campaign to inform the public about its local QRIS.

LAC-QRIS, in partnership with Skilset Communications Inc., will create and implement comprehensive outreach strategies to inform providers, families, and the public about LAC-QRIS programs, services, and outcomes. The outreach will include the following:

- Disseminating bilingual (English/Spanish) materials and information on LAC-QRIS programs, services, and outcomes (use other languages as needed).
- Conducting presentations at key conferences, events, and meetings to share LAC-QRIS activities and reports.
- Encouraging partners to maintain a link to the LAC-QRIS website.
- Using social media such as Facebook and Twitter to share LAC-QRIS information and updates.
- Meeting annually with LAC-QRIS stakeholders to discuss the communication and outreach plan.

Going forward, LAC-QRIS will explore a social media application in numerous languages to share information and outcomes.

G2. How will the Consortium work together with the local resource and referral agency(ies) to increase family and public awareness of the characteristics of early learning program quality that promote better outcomes for children?

LAC-QRIS realizes that resource and referral agencies are key to the success of this project. Therefore, the Child Care Alliance of Los Angeles (CCALA) is a key partner on the LAC-QRIS Leadership Team. CCALA staff attend planning meetings and provide input on the implementation of LAC-QRIS activities. Specifically CCALA is responsible for community outreach and educating families and the public on: 1) The importance of increasing quality in the county's early education programs, 2) The characteristics of high quality early learning programs, and 3) What high quality early learning means for local families and their children.

Key strategies in our messaging will include:

- Information and ratings on their websites.
- Advertising relationships with media outlets (TV, radio and print) to garner in-kind time and space to air and publish public service announcements.
- Communication with local community-based organizations, friends, and supporters, and media to share stories on participant provider accomplishments.
- Use of social media to educate and inform on the components of quality early learning programs
- Purchase and/or post select banners and/or ads on parenting web sites and appropriate Facebook pages.

Additionally, CCALA will be responsible for direct parent education services to families of participating CSPP QRIS Block Grant providers.

G3. How has the Consortium engaged the local Resource and Referral (R&R) agency(ies) in making quality rating data available to parents inquiring about childcare?

Local resource and referral (R&R) agencies are key partners to LAC-QRIS. The R&Rs and all LAC-QRIS partners will use their websites and hotlines, if available, to share quality rating data with parents inquiring about local childcare options.

Per established policies, the Time 2 rating for RTT-ELC programs will be made public. These ratings began Spring of 2015. STEP programs are being transitioned into RTT and are undergoing completion of the Time 2 RTT rating. The Time 1 ratings were intended to be used to inform programs of their strengths and areas where improvements were needed. Under the CSPP LAC-QRIS Block Grant, ratings will be provided electronically to R&R agencies on a quarterly basis.

III. CSPP Participation Data Tables											
III. A. Increasing the number and percentage of California State Preschool Program (CSPP) sites participating in the Consortium's Tiered Quality Rating and Improvement System (QRIS). <i>Please enter baseline (number current participating) and annual target number of sites that include CSPP classrooms.</i>											
Sites that include California State Preschool Program Classrooms in the Consortium	Total Number of CSPP Sites in the County or Region	<i>Baseline and Annual Targets -- Number and percentage of CSPP sites in the Tiered QRIS</i>									
		Baseline (Today)		Target- end of fiscal year 2015–16		Target -end of fiscal year 2016–17		Target- end of fiscal year 2017–18		Target- end of calendar year 2018–19	
		#	%	#	%	#	%	#	%	#	%
California State Preschool Program (CSPP) Sites	320	181	52%	200	51%	240	55%	280	54%	320	54%
Homes in Family Child Care Home Education Networks											
Braided Classroom Sites:											
CSPP and Head Start Sites	64	44	13%	49	13%	54	12%	59	12%	64	11%
CSPP and State or Local First 5	24	14	4%	16	4%	18	4%	20	4%	24	4%
CSPP and Programs funded by IDEIA, Part B											
CSPP and Title I Sites											
CSPP and General Child Care (CCTR) Sites	173	104	30%	121	31%	120	27%	156	30%	173	29%
CSPP and State-funded Migrant Sites											
CSPP and Tribal Sites											
CSPP and Other Local Funding											
CSPP and a combination of any two above funding sources (specify)	9	5	1%	6	1%	8	2%	0	0	9	2%
Total	590	348	100%	392	100%	440	100%	515	100%	590	100%

III. B. Increasing the number of California State Preschool Program (CSPP) Sites in the Consortium's Tiered Quality Rating and Improvement System. <i>Please enter baseline and annual target numbers for the total number of sites and for the number of sites in each Tier, based on the number of Tiers in the Consortium's Quality Rating and Improvement System (QRIS).</i>					
	Baseline (Today)	Target- end of fiscal year 2015–16	Target- end of fiscal year 2016–17	Target- end of fiscal year 2017–18	Target- end of fiscal year 2018–19
Total number of CSPP sites* in the Consortium Service Area (i.e., County or region)	348	392	440	515	590
Number of programs in Tier 1 (lowest)	22	392	68	75	70
Number of programs in Tier 2	90	110	112	128	128
Number of programs in Tier 3	122	122	129	146	148
Number of programs in Tier 4	112	112	129	152	190
Number of programs in Tier 5 (highest)	2	2	2	14	54

** Include Licensed Family Child Care Homes in Family Child Care Home Education Networks*

III. C. Increasing the number and percentage of California State Preschool Program (CSPP) children who are enrolled in CSPP sites that are in the top Tiers of the Consortium's Tiered Quality Rating and Improvement System (QRIS). *Please enter baseline and annual target numbers of sites that include CSPP Classrooms.*

Sites that include California State Preschool Program Classrooms in the Consortium	Total Number of CSPP Children served in the Target Service Population (County or Region)	Baseline and Annual Targets -- Number and percent of Children served at CSPP Sites.									
		Baseline (Today)		Target- end of fiscal year 2015–16		Target -end of fiscal year 2016–17		Target- end of fiscal year 2017–18		Target- end of calendar year 2018–19	
		#	%	#	%	#	%	#	%	#	%
California State Preschool Program (CSPP) Sites	18,213	10,975	54%	12,347	54%	13,833	54%	15,262	54%	16,749	53%
Family Child Care Home Education Networks											
Braided Classroom Sites:											
CSPP and Head Start	1,381	2,286	11%	2,515	11%	2,801	11%	3,087	11%	3,430	11%
CSPP and State or Local First 5	986	800	4%	915	4%	1,029	4%	1,143	4%	1,258	4%
CSPP and programs funded by IDEA, Part B											
CSPP and Title I Sites											
CSPP and General Child Care (CCTR) Sites	9,889	5,945	29%	6,631	29%	7,431	29%	8,231	29%	9,032	29%
CSPP and State-funded Migrant Sites											
CSPP and Tribal Sites											
CSPP and Other Local Funding											
CSPP and a combination of any two above funding sources (specify)	80	286	1%	400	2%	457	2%	572	2%	572	2%
Total Number of Children	30,549	20,293	99%	22,808	100%	25,552	100%	28,295	100%	31,309	99%

IV. Local QRIS Block Grants for CSPP sites rating at Tiers 4 and 5

A. Tier 4 Block Grants: What will be your block grant amount for CSPP at Tier 4? Is that amount given per site or per classroom or other factors? What will be your block grant amount for FCCHs in FCCHENs? Is the amount based on whether the FCCH is licensed as small or large or on the number of preschoolers or other factors?

Tier 4 Block Grant Description: \$6,000 per classroom for center-based providers. Providers may use these funds in the approved categories described below:

1. Staffing: Compensation, benefits, paid preparation and planning time, workshop/conference fees, and monthly staff meeting materials
2. Program Needs: Classroom/Instructional materials, curriculum materials, developmental screenings or assessments materials, and teacher resource books (ex. CLASS manual)
3. Family Engagement: Parent involvement activities, facilitation of children's transition to kindergarten, and coordination of social services for children and families.

B. Tier 5 Block Grants: What will your block grant amount for CSPP at Tier 5? Are the amounts for Tier 5 the same as Tier 4 or different? If different, is that amount given per site or per classroom or another factor? What will be your block grant amount for FCCHs in FCCHENs? Is the amount based on whether the FCCH is licensed as small or large or on the number of preschoolers?

Tier 5 Block Grant Description: \$8000 per classroom at center-based providers. Grants are higher for this group since maintaining a higher rating has higher associated costs.

In order to maintain quality, providers may use these funds in the following expenditure areas:

1. Staffing: Compensation, benefits, paid preparation and planning time, workshop/conference fees, and monthly staff meeting materials
2. Program Needs: Classroom/Instructional materials, curriculum materials, developmental screenings or assessments materials, and teacher resource books (ex. CLASS manual)

3. Family Engagement: Parent involvement activities, facilitation of children's transition to kindergarten, and coordination of social services for children and families.

V. Quality Improvement Process for CSPPs not yet at Tier 4

A. Engagement. Describe your process of engaging CSPPs and FCCHENs in your QRIS.

To engage providers, LAC-QRIS has created a Letter of Interest (LOI) form to share with all providers. The LOI will be used to track providers' interest and to notify eligible providers to attend a comprehensive orientation.

The LAC-QRIS Consortia will implement a three-step process to engage centers in LAC-QRIS.

Stage 1 – Pre-assessment includes providers that have never received an initial rating. LAOCC will conduct an initial assessment and rating of selected providers. This stage will meet the intent of the funding requirement, whereby no more than 20% of funds will be used for assessment and rating.

Stage 2 – Quality Improvement and Capacity Building includes providers who have received a Tier rating of 1, 2, or 3 and require assistance to reach a rating of 4 or 5. This stage is implemented by LAUP and will include training, materials, coaching, and mentoring to assist the provider in closing the gaps and strengthening program implementation to gain a higher rating. Providers in this stage will receive a second assessment and rating after two years of capacity-building support.

Additionally, providers in this stage that received the initial rating and some capacity-building support from RTT-ELC QRIS will only receive coaching through this grant. Coaching support is not provided through existing RTT-ELC QRIS funds, therefore, this project will not supplant dollars.

Stage 3 – Sustainability includes providers with a Tier rating of 4 or 5. These providers will receive financial incentives to help them maintain the 4 or 5 rating. Stages 2 and 3 will meet the funding requirement of at least 80% of funds to be allocated to quality improvement.

B. Improvement. Describe your process of improving the quality of CSPPs and FCCHENs that are not yet at Tier 4.

Each participating program is assigned a coach who is an experienced early childhood professional. This coach is responsible for supporting CSPP programs and staff in their development and implementation of a continuous quality

improvement plan to reach at least a Tier 4 rating. LAUP coaches use a strengths-based coaching model, also referred to as practice-based coaching at LACOE, to support teachers as they implement effective practices that lead to positive outcomes for children. The primary role of a coach is to guide providers and teachers in recognizing strengths and areas of potential growth and improvement in their programs and/or classrooms. Coaches accomplish this through modeling during site visits and asking reflective questions. These efforts lead staff to problem solve challenges and reflect on their behaviors, while using the results of assessments to build knowledge and capacity around best and developmentally appropriate practices. Each provider also develops a quality improvement plan (QIP) to either raise or maintain a high quality program as defined in Tiers 4 and 5 in the Quality Continuum Framework. Analysis of those QIPs is conducted quarterly to identify trends and establish the need for additional or new supports for providers.

Providers at Tiers 1-3 are supported with quarterly visits from a program leadership consultant who works with program leadership staff, such as directors, to better understand their role in creating the systems, resources, and supports needed to reach and maintain high quality programs defined in Tier 4 or 5. Coaching for executive level staff focuses on instructional leadership skills, how to analyze and use data to inform staff development, and instructional strategies that support CLASS outcomes and foster positive child outcomes.

LAUP has established an expansive training menu, which is available to LAC-QRIS block grant participants. Topics include ERS, CLASS, ASQ, DRDP, Protective Factors, and Parent Engagement. LAUP and LAC-QRIS partners continue to grow the menu as additional training needs are identified by the data.

Building on what works, LAC-QRIS partners have the advantage of being able to analyze data from the RTT-ELC CSPP providers already rated using the Quality Continuum Framework. Recent reports indicate that the three lowest-scored elements are Developmental and Health Screenings, Teacher Qualifications, and ERS. With this valuable information, we can prepare our coaching staff to address the use of developmental and health screenings and environmental quality during their monthly on-site visits and encourage providers to develop goals in these areas for their quality improvement plans.

We will also schedule training opportunities focused on these areas. As data is collected for the new CSPP programs recruited specifically for this block grant, we will continue to conduct analysis to determine trends that inform coaching as well as professional development opportunities.

LAC-QRIS has found that programmatic empowerment results from coaches and providers establishing a relationship based on respect, authentic leadership, ownership, and professionalism. Strengths are acknowledged and enhanced which in turn motivate change and progress along the Quality Continuum Framework. Program staff have ongoing opportunities to learn from and assist one another in

addressing challenges and increase knowledge and skills to better serve their classrooms and/or programs. Programs will be visited at least once a month and written documentation of each visit (goals, progress, action items, etc.) are left with the site and stored in the LAC-QRIS database for tracking, reporting, and evaluation.

Educators can access resources, materials, and trainings through their coaches and local resources such as R&Rs. The professional development training calendar supports areas for growth. Through the website, CSPP programs are linked to the Common Tools and Resources of the QCF. Content will build on prior knowledge and skills to further develop teaching professionals. Working with the CSPP program administrators, we hope to use the power of learning communities to create a sustainable change to program quality at the highest levels.

Finally, through our local partner resources, we improve the level of qualifications of our lead teachers by working closely with stipend programs, such as AB212 and CARES Plus. LAC-QRIS also works closely with the Los Angeles County Early Care and Education (ECE) Consortium to provide and improve training and professional development for current and potential ECE workforce. By doing so, we address the growing need to provide quality ECE experiences to children from all socio-economic backgrounds. Additional formal and informal cohort models are being used across projects to assist ECE professionals with accessing professional growth and development opportunities and obtaining degrees. This year, LAC-QRIS includes funding earmarked to provide contracted coursework and computer training. Participants in all LAC-QRIS programs receive priority to access these additional services. This is an effort to partially fill the gaps of limited access to unit-bearing courses, and limited computer and technology skills of staff in the early education field. LAC-QRIS will continue to leverage these resources as long as they are available. Programs will also have access to workforce development specialists to identify coursework and professional development opportunities to achieve the education or permit level at the higher tiers of the QCF.

VI. Assessment and Access Projects

A. Assessment Projects. Describe the use of these funds to conduct initial and ongoing regular assessments of all CSPPs and FCCHENs in your QRIS service area.

Assessments will be conducted every two years. An additional 48 new CSPPs will be recruited during Year 2. CSPPs enrolled in RTT-ELC that earn ratings of 4 or 5 will be eligible to receive a LAC-QRIS Block Grant. Based on LAC-QRIS partner experiences of operating RTT-ELC, staff are confident the substantial commitment to coaching, program incentives, and LAC-QRIS Block Grants will facilitate and sustain CSPP participation.

B. Access Projects. Describe use of these funds to provide access to high-quality early learning programs.

LAC-QRIS is designed to work with programs where they are and to provide clear direction on how to enhance the quality of their services. The LAC-QRIS Consortium has experience implementing the RTT-ELC Quality Continuum Framework and supporting quality improvements. By extending the reach of LAC-QRIS to all CSPPs in Los Angeles County, and institutionalizing LAC-QRIS overtime, the number of high quality CSPPs is anticipated to increase substantially. As a result, families in Los Angeles County will have access to an increasing number of high quality programs.

Form D.1.

VII.A. LOCAL QRIS BLOCK GRANTS

As described in Section IV.

Tier	Type	Factor	Number	Grant Amount		Total	
4	CSPP	Site		\$	-	\$ -	
		Classroom		\$	-	\$ -	
		Other		\$	-	\$ -	
	FCCH in FCCHEN	Small		\$	-	\$ -	
		Large		\$	-	\$ -	
		Preschoolers		\$	-	\$ -	
		Other		\$	-	\$ -	
		CSPP	Site		\$	-	\$ -
	Classroom			\$	-	\$ -	
Other			\$	-	\$ -		
5	FCCH in FCCHEN	Small		\$	-	\$ -	
		Large		\$	-	\$ -	
		Preschoolers		\$	-	\$ -	
		Other		\$	-	\$ -	
		TOTAL LOCAL QRIS BLOCK GRANTS				\$	-

Agency Name Los Angeles County Office of Education

Total Grant Award \$ 15,479,004.00

Form D.2.

CSPP QRIS Block Grant 2015–2016 Proposed Budget

Agency Name Los Angeles County Office of Education

Total Grant Award \$ 15,479,004.00

QUALITY IMPROVEMENT

V	Quality Improvement (QI)							
		PERSONNEL						
1000		A. QI Management						
		Position	Description	% FTE	Base Salary	% of Yr	Total	
		Director		4%	154,428	75%	\$ 4,633	
		Program Manager		64%	117,612	75%	\$ 56,454	
		Education Consultant		80%	107,988	75%	\$ 64,793	
		Budget Analyst		80%	80,172	75%	\$ 48,103	
		Senior Accountant		80%	78,648	75%	\$ 47,189	
		Total QI Management						\$ 221,172
2000		B.QI Support Staff						
		Position	Description	% FTE	Base Salary	% of Yr	Total	
		Sr. Data Processing Spec		20%	69,672	75%	\$ 10,451	
		Secretary		64%	51,036	75%	\$ 24,497	
				0%	-	0%	\$ -	
				0%	-	0%	\$ -	
				0%	-	0%	\$ -	
		Total QI Support Staff						\$ 34,948
	1	Subtotal QI Salaries						\$ 256,120
3000		Benefits						\$ 114,968
	2	Subtotal Benefits						\$ 114,968
V. A.		TOTAL PERSONNEL						\$ 371,088
		OPERATIONS						
4000	3	Supplies						\$ 1,764
5000	4	Travel						\$ 1,491
5000	5	Equipment						\$ -
	6	Contractual: Products or Professional Services						
		Contractual 1	Los Angeles Universal Preschool				\$ 13,210,531	
		Contractual 2	Data Management				\$ 47,640	
		Contractual 3	Evaluation				\$ 151,989	
		Contractual 4	other contracts				\$ 103,635	
		Subtotal Contractual						\$ 13,513,795
	7	Training Stipends						\$ -
	8	Incentives						\$ -
		Other						\$ 25,847
V. B.		TOTAL OPERATIONS						\$ 13,542,897
V. C.	10	TOTAL DIRECT COSTS (V. A+B)						\$ 13,913,985

Form D.3.

CSPP QRIS Block Grant 2015–2016 Proposed Budget

Agency Name Los Angeles County Office of Education

Total Grant Award \$ 15,479,004.00

ASSESSMENT AND ACCESS PROJECTS

As described in Section VI.

Must not exceed 20% of Entire Award.

VI	Assessment and Access Projects						
		PERSONNEL					
1000		A. Assessment Management					
		Position	Description	% FTE	Base Salary	% of Yr	Total
		Director		1%	154,428	75%	\$ 1,158
		Program Manager		16%	117,612	75%	\$ 14,113
		Education Consultant		20%	107,988	75%	\$ 16,198
		Budget Analyst		20%	80,172	75%	\$ 12,026
		Senior Accountant		20%	78,648	75%	\$ 11,797
		Total Assessment Management					
							\$ 55,292
2000		B. Assessment Support Staff					
		Position	Description	% FTE	Base Salary	% of Yr	Total
		Sr. Data Processing Spec		80%	69,672	75%	\$ 41,803
		Secretary		16%	51,036	75%	\$ 6,124
		3		0%	-	0%	\$ -
		4		0%	-	0%	\$ -
		5		0%	-	0%	\$ -
		Total Assessment Support Staff					
							\$ 47,927
	1	Subtotal Assessment Salaries					
							\$ 103,219
3000		Benefits					
							\$ 47,367
	2	Subtotal Benefits					
							\$ 47,367
VI. A.		TOTAL PERSONNEL					
							\$ 150,586
		OPERATIONS					
4000	3	Supplies					
							\$ 779
5000	4	Travel					
							\$ 498
5000	5	Equipment					
							\$ -
	6	Contractual: Products or Professional Services					
		Contractual 1	Los Angeles County, Office of Child Care				\$ 994,030
		Contractual 2	Data Management				\$ 190,560
		Contractual 3	Evaluation				\$ 37,997
		Contractual 4	SkilSets				\$ 78,187
		Subtotal Contractual					
							\$ 1,300,774
		Other					
							\$ 16,095
VI. B.		TOTAL OPERATIONS					
							\$ 1,318,146
VI. C.	10	TOTAL DIRECT COSTS (VI. A+B)					
							\$ 1,468,732

Form D.4.
CSPP QRIS Block Grant 2015–2016 Total Proposed Budget

Total Grant Award \$ 15,479,004

Agency:		Los Angeles County Office of Education		
SACS		QRIS Block Grant Plan Section	TOTALS	Percent of Grant
IV		Local QRIS Block Grants	\$ -	0.00%
V	Quality Improvement (QI)			
		Personnel		
1000		A. QI Management	\$ 221,172	
2000		B. QI Support Staff	\$ 34,948	
	1	Subtotal Salaries	\$ 256,120	
3000		Benefits	\$ 114,968	
	2	Subtotal Benefits	\$ 114,968	
V. A.		TOTAL PERSONNEL	\$ 371,088	
		Operations		
4000	3	Supplies	\$ 1,764.00	
5000	4	Travel	\$ 1,491.00	
5000	5	Equipment	\$ -	
	6	Contractual	\$ 13,513,795.00	
	7	Training Stipends	\$ -	
	8	Incentives	\$ -	
		Other	\$ 25,847.00	
V. B.		TOTAL OPERATIONS	\$ 13,542,897	
V. C.	10	TOTAL DIRECT COSTS (V. A+B)	\$ 13,913,985	89.89%
VI	Assessment and Access			
		Personnel		
1000		Assessment Management	\$ 55,292	
2000		Assessment Support Staff	\$ 47,927	
	1	Subtotal Salaries	\$ 103,219	
3000		Benefits	\$ 47,367	
	2	Subtotal Benefits	\$ 47,367	
VI. A.		TOTAL PERSONNEL	\$ 150,586	
		Operations		
4000	3	Supplies	\$ 779	
5000	4	Travel	\$ 498	
5000	5	Equipment	\$ -	
	6	Contractual	\$ 1,300,774	
		Other	\$ 16,095	
VI. B.		TOTAL OPERATIONS	\$ 1,318,146	
VI. C.	7	TOTAL DIRECT COSTS (VI. A+B)	\$ 1,468,732	9.49%
		TOTAL DIRECT COSTS (IV + V.C +VI.C)	\$ 15,382,717	
D.1		AMOUNT NOT SUBJECT TO INDIRECT	\$ 14,154,561	
D.2		TOTAL USED TO CALCULATE INDIRECT	\$ 1,228,156	
E	8	INDIRECT COSTS	7.84% \$ 96,287	
F	9	TOTAL GRANT FUNDS FY 2015-16 (V+ VI.C+VII.C+E)	\$ 15,479,004	100.00%

Award (E5) \$ 15,479,004
Difference \$ (0)

Salaries	QI	\$256,120	A&A	\$103,219	Total	\$359,339
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Position – Description

Position - Director
Description - is responsible for the overall direction of the project.
Position - Program Manager
Description <ul style="list-style-type: none"> • Coordinate services and serve as a resource in building on existing networks, avoid duplication of process, and incorporate stakeholder input into QRIS strategies. • Oversee day-to-day activities of unit staff as they monitor activities of the Office of Child Care (OCC), Los Angeles Universal Preschool (LAUP), and other subcontractors to ensure progress, monitoring, and evaluation of child outcomes. • Facilitate and conduct coordination and outreach among LACOE, existing LACOE delegates, OCC, LAUP, and other key stakeholders to accomplish program goals. • Lead and guide OCC, LAUP, and others, as needed, to support their understanding of their QRIS role. • Responsible for the oversight of contractors and respective budgets, corrective revisions, to ensure funds are maximized. Will use data, reports, and budget/financial reports provided by the budget analyst to make timely decisions related to financial matters and effectively manage contract(s).
Position - Education Consultant
Description <ul style="list-style-type: none"> • Monitor OCC and LAUP to ensure progress, monitoring, and evaluation of child outcomes • Consult in the areas of school readiness, curriculum planning, teaching practices, parent engagement, and other education program goals. • Monitor OCC and LAUP to ensure agencies have resources; coordinate outreach to existing LACOE delegates. Outreach efforts to include all five supervisorial districts. • Monitor OCC and LAUP to ensure site visits are conducted in accordance with program plans. • Monitor OCC and LAUP involvement regarding the evaluation of Child Outcomes. • Recommend and provide clear direction to OCC and LAUP to recognize, review, and identify areas of potential growth and improvement in programs and individual classrooms.

Position - Budget Analyst
Description <ul style="list-style-type: none"> • Monitor within the ‘Tier III Monitoring’ framework for the following: Contract and fiscal compliance with procurement procedures; provide reports and information to the Program Manager to identify areas of concern. • Provide Program Manager with necessary fiscal data for the manager to coordinate and resolve any issues related to contract administration between LACOE and contractors (OCC and LAUP). • Assist Program Manager and contractors (by providing fiscal reports, data and regulatory information) to make sure they have the necessary information to ensure available funds are maximized timely; ensure questions and concerns on fiscal matters are promptly addressed; and appropriate fiscal procedures are followed. • Keep financial records and ledgers for budgets, subsequent revisions and remaining balances, and provide regular and frequent status reports to the Program Manager for decision-making purposes.
Position – Senior Accountant
Description <ul style="list-style-type: none"> • Ensure timely and proper accounting and records necessary for disbursement of funds to contractors. This position reports directly to the LACOE Controller’s office. • Fiscal reporting to CDE as necessary. • Provide ledger reports to the QRIS Unit and budget analyst.
Position – Senior Data Processing Specialist
Description <ul style="list-style-type: none"> • Maintain the data system and QRIS website created by Pinwheel Inc. website. • Provide technical assistance and support to QRIS staff, partners, and providers, as needed. • Serve as the liaison between LACOE and Pinwheel Inc. • Align the database with other local database efforts.
Position - Secretary
Description <ul style="list-style-type: none"> • Provide secretarial and administrative support to the Program Manager, Education Consultant, and Budget Analyst assigned to the grant and subsequent contract administration. • Coordinate meetings, trainings, and travel; prepare informational packets and other meeting/training materials.

Benefits	QI	\$114,968	A&A	\$47,367	Total	\$162,335
Social Security - 6.2% of the first \$118,500 salary/wages earned						
Medicare - 6.2% of salary/wages earned						
Pension Cost 16.271% of salary/wages earned						
Health & Welfare \$1,132 per month						
Health & Welfare \$56.25 per month additional, management only						
Unemployment Insurance 0.05% of salary/wages earned						
Worker's Compensation Insurance 7.89% of salary/wages earned						
Other Postemployment Benefits 0.36% of salary/wages earned						
Other Postemployment Benefits \$52.47 monthly						

Supplies	QI	\$1,764	A&A	\$779	Total	\$2,543
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Budgeted at \$50 per month per FTE. This amount covers papers, pencils, and small office items, such as staplers, staples, etc.

Travel

Travel	QI	\$1,491	A&A	\$498	Total	\$1,989
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Three positions (Program Manager, Education Consultant, and Budget Analyst), each averaging four trips a month (three for QI and one for A&A), averaging 32 miles per trip, at a rate of \$0.575 (2015 IRS rate) per mile.

Equipment	QI	\$0	A&A	\$0	Total	\$ 0
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None Budgeted

Contractual

Contractual	QI	\$13,513,795	A&A	\$1,300,774	Total	\$14,814,569
Vendor - Narrative	QI		A&A		Total	
Los Angeles County, Office Child Care (LAC-OCC) – Provider assessments and ratings	\$ 0		\$994,030		\$994,030	
Los Angeles Universal Preschool (LAUP) – Capacity-building and distribution of incentives to providers.	\$13,210,531		\$ 0		\$13,210,531	
Pinwheel - Data management software	\$47,640		\$190,560		\$238,200	
TBD – Program evaluation	\$151,989		\$37,997		\$189,986	
Other Contracts - TBD	\$103,635		\$ 0		\$103,635	
Skilset Communications – Messaging to stakeholders on QRIS benefits and the need to sustain/expand the system.	\$ 0		\$78,187		\$78,187	
Total	\$13,513,795		\$1,300,774		\$14,814,569	

Training Stipends	QI	\$0	A&A	\$0	Total	\$ 0
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None Budgeted

Other

Other	QI	\$25,847	A&A	\$16,095	Total	\$41,942
Vendor - Narrative	QI		A&A		Total	
Rent - \$540 per month, per FTE				\$15,163	\$7,436	\$22,599
Repairs and Maintenance - \$125 per month, per FTE				\$3,510	\$1,721	\$5,231
Telephone - \$20 per month, per FTE				\$562	\$275	\$ 837
Mobile internet Access - Positions that travel (Program Manager, Education Consultant, & Budget Analyst) \$40/month per FTE				\$792	\$202	\$ 994
Staff Development - \$1,500 per FTE				\$5,820	\$ 1,961	\$7,781
Website – Operational Cost				\$ 0	\$4,500	\$4,500
Total				\$25,847	\$16,095	\$41,942

	QI	A&A	Total
Direct Costs	\$13,913,985	\$1,468,732	\$15,382,717
Indirect Costs			\$96,287
Total Costs			\$15,479,004

Form D.1.

VII.A. LOCAL QRIS BLOCK GRANTS

As described in Section IV.

Tier	Type	Factor	Number	Grant Amount		Total	
4	CSPP	Site		\$	-	\$ -	
		Classroom		\$	-	\$ -	
		Other		\$	-	\$ -	
	FCCH in FCCHEN	Small		\$	-	\$ -	
		Large		\$	-	\$ -	
		Preschoolers		\$	-	\$ -	
		Other		\$	-	\$ -	
		CSPP	Site		\$	-	\$ -
			Classroom		\$	-	\$ -
Other			\$	-	\$ -		
5	FCCH in FCCHEN	Small		\$	-	\$ -	
		Large		\$	-	\$ -	
		Preschoolers		\$	-	\$ -	
		Other		\$	-	\$ -	
		TOTAL LOCAL QRIS BLOCK GRANTS				\$	-

Agency Name Los Angeles County Office of Child Care - Sub-grant
Total Grant Award \$ 15,479,004.00

Form D.2.

CSPP QRIS Block Grant 2015–2016 Proposed Budget

Agency Name Los Angeles County Office of Education

Total Grant Award \$ 15,479,004.00

QUALITY IMPROVEMENT

V	Quality Improvement (QI)						
		PERSONNEL					
1000		A. QI Management					
		Position	Description	% FTE	Base Salary	% of Yr	Total
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
		Total QI Management					
							\$ -
2000		B. QI Support Staff					
		Position	Description	% FTE	Base Salary	% of Yr	Total
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
		Total QI Support Staff					
							\$ -
	1	Subtotal QI Salaries					
							\$ -
3000		Benefits					
							\$ -
	2	Subtotal Benefits					
							\$ -
V. A.		TOTAL PERSONNEL					
							\$ -
		OPERATIONS					
4000	3	Supplies					
							\$ -
5000	4	Travel					
							\$ -
5000	5	Equipment					
							\$ -
	6	Contractual: Products or Professional Services					
		Contractual 1					\$ -
		Contractual 2					\$ -
		Contractual 3					\$ -
		Contractual 4					\$ -
		Subtotal Contractual					
							\$ -
	7	Training Stipends					
							\$ -
	8	Incentives					
							\$ -
		Other					
							\$ -
V. B.		TOTAL OPERATIONS					
							\$ -
V. C.	10	TOTAL DIRECT COSTS (V. A+B)					
							\$ -

Form D.3.

CSPP QRIS Block Grant 2015–2016 Proposed Budget

Agency Name Los Angeles County Office of Education

Total Grant Award \$ 15,479,004.00

ASSESSMENT AND ACCESS PROJECTS

As described in Section VI.

Must not exceed 20% of Entire Award.

VI	Assessment and Access Projects							
		PERSONNEL						
1000		A. Assessment Management						
		Position	Description	% FTE	Base Salary	% of Yr	Total	
		Special Services Assistant III		15%	130,128	67%	\$ 13,013	
		Chief Program Officer		50%	125,748	67%	\$ 41,916	
		Program Specialist IV		100%	109,812	50%	\$ 54,906	
							\$ -	
							\$ -	
		Total Assessment Management						\$ 109,835
2000		B. Assessment Support Staff						
		Position	Description	% FTE	Base Salary	% of Yr	Total	
		Program Specialist III		100%	93,324	33%	\$ 31,105	
		Program Specialist I		100%	71,148	17%	\$ 11,860	
		Program Specialist I		100%	71,148	17%	\$ 11,860	
		Senior Typ Clerk		100%	43,704	33%	\$ 14,567	
		Fiscal Lead		5%	123,288	67%	\$ 4,110	
		Fiscal Program Specialist II		10%	77,748	67%	\$ 5,183	
		Total Assessment Support Staff						\$ 78,685
	1	Subtotal Assessment Salaries						\$ 188,520
3000		Benefits 49.63% of salary						\$ 88,472
	2	Subtotal Benefits						\$ 88,472
VI. A.		TOTAL PERSONNEL						\$ 276,992
		OPERATIONS						
4000	3	Supplies						\$ 30,105.00
5000	4	Travel						\$ 5,000.00
5000	5	Equipment						
	6	Contractual: Products or Professional Services						
		Contractual 1	UCLA CICCQ @				\$ 250,000.00	
		Contractual 2	CCALA				\$ 404,474.00	
		Contractual 3					\$ -	
		Contractual 4					\$ -	
		Subtotal Contractual						\$ 654,474.00
		Other (Space)						\$ 5,300
VI. B.		TOTAL OPERATIONS						\$ 694,879
VI. C.	10	TOTAL DIRECT COSTS (VI. A+B)						\$ 971,871

Form D.4.
CSPP QRIS Block Grant 2015–2016 Total Proposed Budget

Total Grant Award \$ 15,479,004

Agency:		Los Angeles County Office of Education		
SACS		QRIS Block Grant Plan Section	TOTALS	Percent of Grant
IV		Local QRIS Block Grants	\$ -	0.00%

V	Quality Improvement (QI)			
		Personnel		
1000		A. QI Management	\$ -	
2000		B. QI Support Staff	\$ -	
	1	Subtotal Salaries	\$ -	
3000		Benefits	\$ -	
	2	Subtotal Benefits	\$ -	
V. A.		TOTAL PERSONNEL	\$ -	
		Operations		
4000	3	Supplies	\$ -	
5000	4	Travel	\$ -	
5000	5	Equipment	\$ -	
	6	Contractual	\$ -	
	7	Training Stipends	\$ -	
	8	Incentives	\$ -	
		Other	\$ -	
V. B.		TOTAL OPERATIONS	\$ -	
V. C.	10	TOTAL DIRECT COSTS (V. A+B)	\$ -	0.00%

VI	Assessment and Access			
		Personnel		
1000		Assessment Management	\$ 109,835	
2000		Assessment Support Staff	\$ 78,685	
	1	Subtotal Salaries	\$ 188,520	
3000		Benefits	\$ 88,472	
	2	Subtotal Benefits	\$ 88,472	
VI. A.		TOTAL PERSONNEL	\$ 276,992	
		Operations		
4000	3	Supplies	\$ 30,105	
5000	4	Travel	\$ 5,000	
5000	5	Equipment	\$ -	
	6	Contractual	\$ 654,474	
		Other	\$ 5,300	
VI. B.		TOTAL OPERATIONS	\$ 694,879	
VI. C.	7	TOTAL DIRECT COSTS (VI. A+B)	\$ 971,871	6.28%
		TOTAL DIRECT COSTS (IV + V.C +VI.C)	\$ 971,871	
D.1		AMOUNT NOT SUBJECT TO INDIRECT		
D.2		TOTAL USED TO CALCULATE INDIRECT	\$ 971,871	
E	8	INDIRECT COSTS	2.28%	\$ 22,159
F	9	TOTAL GRANT FUNDS FY 2015-16 (V+ VI.C+VII.C+E)	\$ 994,030	6.42%

Award (E5) \$ 15,479,004
Difference \$ 14,484,974

Form D.1.

VII.A. LOCAL QRIS BLOCK GRANTS

As described in Section IV.

Tier	Type	Factor	Number	Grant Amount		Total
4	CSPP	Site		\$	-	\$ -
		Classroom	229	\$	6,000.00	\$ 1,374,000
		Other		\$	-	\$ -
	FCCH in FCCHEN	Small		\$	-	\$ -
		Large		\$	-	\$ -
		Preschoolers		\$	-	\$ -
		Other		\$	-	\$ -
		Site		\$	-	\$ -
5	CSPP	Classroom	4	\$	8,000.00	\$ 32,000
		Other		\$	-	\$ -
		Small		\$	-	\$ -
	FCCH in FCCHEN	Large		\$	-	\$ -
		Preschoolers		\$	-	\$ -
		Other		\$	-	\$ -
		TOTAL LOCAL QRIS BLOCK GRANTS				

Agency Name Los Angeles Universal Preschool - Sub-grant
Total Grant Award \$ 15,479,004.00

Form D.2.

CSPP QRIS Block Grant 2015–2016 Proposed Budget

Agency Name Los Angeles Universal Preschool - Sub-grant

Total Grant Award \$ 15,479,004.00

QUALITY IMPROVEMENT

V	Quality Improvement (QI)							
		PERSONNEL						
1000		A. QI Management						
		Position	Description	% FTE	Base Salary	% of Yr	Total	
		Sr. Vice President of Programs		25%	182,000	75%	\$ 34,125	
		Director of Program Support		100%	111,000	75%	\$ 83,250	
		Director of Research and Evaluation		13%	100,845	75%	\$ 9,454	
		Coordinator		200%	48,000	75%	\$ 72,000	
		Program Coach Supervisor		350%	82,800	75%	\$ 217,350	
		Program Leadership Consultant		100%	82,800	75%	\$ 62,100	
		Family Engagement Specialist		100%	82,800	75%	\$ 62,100	
		Legal Counsel		40%	132,000	75%	\$ 39,600	
		Legal Coordinator		50%	61,000	75%	\$ 22,875	
		General Counsel		5%	181,262	75%	\$ 6,797	
		Fiscal Supervisor		13%	84,765	75%	\$ 7,947	
		Total QI Management						\$ 617,598
2000		B.QI Support Staff						
		Position	Description	% FTE	Base Salary	% of Yr	Total	
		Program Coaches		2800%	69,000	75%	\$ 1,449,000	
		Program Leadership Consultant		1000%	69,000	75%	\$ 517,500	
		Family Engagement Specialists		900%	68,500	75%	\$ 462,375	
		Workforce Development Specialist		400%	62,800	75%	\$ 188,400	
		Environmental Improvement Specialist		200%	62,800	75%	\$ 94,200	
		Program Trainer		100%	68,500	75%	\$ 51,375	
		Quality Lead Trainer		150%	81,000	75%	\$ 91,125	
		Senior Financial Analyst		100%	69,000	75%	\$ 51,750	
		Research Analyst		200%	68,500	75%	\$ 102,750	
		Network Capacity Analyst		50%	63,700	75%	\$ 23,888	
		Compliance Analyst		200%	68,500	75%	\$ 102,750	
		Fiscal Coach		100%	66,600	75%	\$ 49,950	
		Fiscal Supervisor		200%	68,500	75%	\$ 102,750	
		Fiscal Reporting Analyst		13%	56,250	75%	\$ 5,273	
		Total QI Support Staff						\$ 3,293,086
	1	Subtotal QI Salaries						\$ 3,910,684
3000		Benefits						\$ 1,251,419
	2	Subtotal Benefits						\$ 1,251,419
V. A.		TOTAL PERSONNEL						\$ 5,162,103
		OPERATIONS						
4000	3	Supplies						\$ 142,760.00
5000	4	Travel						\$ 202,908.00
5000	5	Equipment						\$ -
	6	Contractual: Products or Professional Services						
		Contractual 1	Teacher Institute					\$ 60,000.00
		Contractual 2	Child Care Alliance of Los Angeles					\$ 467,600.00
		Contractual 3	Legal Facilities Contractor					\$ 10,000.00
		Contractual 4	LAUP Information Technology					\$ 19,000.00
		Subtotal Contractual						\$ 556,600.00
	7	Training Stipends						\$ -
	8	Incentives						\$ 4,541,555
		Other						\$ 281,196
V. B.		TOTAL OPERATIONS						\$ 5,725,019
V. C.	10	TOTAL DIRECT COSTS (V. A+B)						\$ 10,887,122

Form D.3.

CSPP QRIS Block Grant 2015–2016 Proposed Budget

Agency Name **Los Angeles Universal Preschool - Sub-grant**

Total Grant Award \$ **15,479,004.00**

ASSESSMENT AND ACCESS PROJECTS

As described in Section VI.

Must not exceed 20% of Entire Award.

VI	Assessment and Access Projects						
		PERSONNEL					
1000		A. Assessment Management					
		Position	Description	% FTE	Base Salary	% of Yr	Total
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
		Total Assessment Management					
							\$ -
2000		B. Assessment Support Staff					
		Position	Description	% FTE	Base Salary	% of Yr	Total
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
		Total Assessment Support Staff					
							\$ -
	1	Subtotal Assessment Salaries					
							\$ -
3000		Benefits					
							\$ -
	2	Subtotal Benefits					
							\$ -
VI. A.		TOTAL PERSONNEL					
							\$ -
		OPERATIONS					
4000	3	Supplies					
							\$ -
5000	4	Travel					
							\$ -
5000	5	Equipment					
							\$ -
	6	Contractual: Products or Professional Services					
		Contractual 1					\$ -
		Contractual 2					\$ -
		Contractual 3					\$ -
		Contractual 4					\$ -
		Subtotal Contractual					
							\$ -
		Other					
							\$ -
VI. B.		TOTAL OPERATIONS					
							\$ -
VI. C.	10	TOTAL DIRECT COSTS (VI. A+B)					
							\$ -

Form D.4.

CSPP QRIS Block Grant 2015–2016 Total Proposed Budget

Total Grant Award \$ 15,479,004

Agency:		Los Angeles County Office of Education		
SACS		QRIS Block Grant Plan Section	TOTALS	Percent of Grant
IV		Local QRIS Block Grants	\$ 1,406,000	9.08%
V		Quality Improvement (QI)		
		Personnel		
1000		A. QI Management	\$ 617,598	
2000		B. QI Support Staff	\$ 3,293,086	
	1	Subtotal Salaries	\$ 3,910,684	
3000		Benefits	\$ 1,251,419	
	2	Subtotal Benefits	\$ 1,251,419	
V. A.		TOTAL PERSONNEL	\$ 5,162,103	
		Operations		
4000	3	Supplies	\$ 142,760.00	
5000	4	Travel	\$ 202,908.00	
5000	5	Equipment	\$ -	
	6	Contractual	\$ 556,600.00	
	7	Training Stipends	\$ -	
	8	Incentives	\$ 4,541,555.00	
		Other	\$ 281,196.00	
V. B.		TOTAL OPERATIONS	\$ 5,725,019	
V. C.	10	TOTAL DIRECT COSTS (V. A+B)	\$ 10,887,122	70.33%
VI		Assessment and Access		
		Personnel		
1000		Assessment Management	\$ -	
2000		Assessment Support Staff	\$ -	
	1	Subtotal Salaries	\$ -	
3000		Benefits	\$ -	
	2	Subtotal Benefits	\$ -	
VI. A.		TOTAL PERSONNEL	\$ -	
		Operations		
4000	3	Supplies	\$ -	
5000	4	Travel	\$ -	
5000	5	Equipment	\$ -	
	6	Contractual	\$ -	
		Other	\$ -	
VI. B.		TOTAL OPERATIONS	\$ -	
VI. C.	7	TOTAL DIRECT COSTS (VI. A+B)	\$ -	0.00%
		TOTAL DIRECT COSTS (IV + V.C +VI.C)	\$ 12,293,122	
D.1		AMOUNT NOT SUBJECT TO INDIRECT	\$ 825,511	
D.2		TOTAL USED TO CALCULATE INDIRECT	\$ 11,467,611	
E	8	INDIRECT COSTS	8.00% \$ 917,409	
F	9	TOTAL GRANT FUNDS FY 2015-16 (V+ VI.C+VII.C+E)	\$ 13,210,531	85.34%

Award (E5) \$ 15,479,004
Difference \$ 2,268,473

Salaries	Total	\$188,520
Position – Description		
Position - Special Services Assistant III		
Description - Responsible for overall administration including personnel and fiscal management, internal coordination of OCC projects, liaison to CEO and departments as needed.		
Position - Chief Program Specialist		
Description - Coordinates communication with LAC-QRIS partners, and serves as point of contact for LACOE monitoring. Troubleshoots policy issues, as needed, and completes progress reports. Oversees rating subcontract with UCLA CICCQ. Supervises and supports Program Specialist IV, Program Specialist III, and one Senior Typist Clerk.		
Position - Program Specialist IV		
Description – Manages daily operation of rating functions; coordinates transition of rating process from UCLA CICCQ to OCC. Also manages daily operation of application/data processing.		
Position - Program Specialist III		
Description – Verifies self-reported data in portfolios submitted by CSPP centers and FCCHEN family child care providers. Supervises and supports two Program Specialists I.		
Position – Program Specialist I		
Description – Recruits CSPP centers and FCCHEN family child care providers; conducts provider orientations. Answers participants' questions about documentation requirements.		
Position – Senior Typist Clerk		
Description – Verifies licensing status of applicants; enters data, files documentation, runs reports; and provides clerical support to QRIS rating team.		
Position - Fiscal Lead		
Description - Completes quality assurance review of fiscal reports. Supervises Fiscal Program Specialist II.		
Position - Fiscal Program Specialist II		
Description - Tracks receipt of funds and invoices; prepares fiscal reports.		
Benefits	Total	\$88,472

All benefits – 49.63% of salaries

Supplies	Total	\$30,105
Includes procurement of office supplies such as writing tablets, folders, pens, pencils, paper clips, tape, etc.= \$245; postage = \$70; FedEx mailing costs = \$100; copying expenses = \$140; phone charges = \$350. Training costs, including ERS and CLASS trainings for newly hired data collectors = \$6,000. Equipment expenses for 4 desktop computers, valued at \$5,000 each, are included in this cost category = \$20,000. Equipment maintenance costs include estimated cost for copier/fax and computer maintenance and are calculated at \$400/month. Fees to Los Angeles County's Shared Services/ISD Network are projected to total \$2,800.		

Travel (& Meeting)	Total	\$5,000
Travel costs include attendance at Consortium meetings, local meetings, and community events. Travel also includes data collectors' mileage expenses.		

Equipment	Total	\$ 0
None Budgeted		

Contractual

Contractual		Total		\$654,424
Contractual	Description	Amount	Quantity	Total
UCLA CICCQ	Subcontract to conduct 48 CSPP center ratings, analyze data, prepare rating reports, and write a rating summary report. Payment will not exceed \$250,000.	\$250,000	1	\$250,000
Child Care Alliance of Los Angeles	Subcontract to incorporate LACQRIS information into referral processes, add information to agency websites, develop, and disseminate hard and electronic materials on LACQRIS to parents, child care providers, and the public.	\$404,474	1	\$404,474
Total				\$654,474

Other - Rent	Total	\$5,300
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Los Angeles County Office of Education, Head Start – State Preschool Division
 Los Angeles County Office of Child Care – Sub-grant
 QRIS Budget Narrative
 Budget Period January 1, 2016 to September 30, 2016

	Total
Direct Costs	\$971,871
Indirect Costs	\$22,159
Total Costs	\$994,030

Los Angeles County Office of Education, Head Start – State Preschool Division
Los Angeles Universal Preschool – Sub-grant
QRIS Budget Narrative
Budget Period January 1, 2016 to September 30, 2016

QRIS Block Grants	Total	\$1,406,000
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Tier	Type	Factor	Number	Grant Amount	Total
4	CSPP	Classroom	229	\$6,000	\$1,374,000
4	CSPP	Classroom	4	\$8,000	\$32,000
Total QRIS Block Grants					\$1,406,000

Salaries	Total	\$3,910,684
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Position – Description

Position - Sr. Vice President of Programs
Description - Provides leadership in all aspects of preschool quality and management of the QRIS recipients in the network. Oversees QRIS Director and the coaching model to build the local QRIS efforts and raise the quality of CSPP. Closely collaborates with LACOE and OCC to confirm all grant requirements are fulfilled.
Position - Director of Program Support
Description The Director will oversee the entire QRIS Program and will directly supervise the QRIS Block Grant Supervisors. It will be the responsibility of the Director to monitor the progress of the program to increase the quality of CSPP and maintain high QRIS ratings within the network.
Position - Director of Research and Evaluation
Description – The Director of Research and Evaluation assists in ensuring that quality metrics are met and works to determine the effectiveness of methods employed.
Position - Coordinator
Description – Under general supervision, of all Supervisors and the Director, the 2 Coordinators support Block Grant personnel with overall administrative duties. Manages network events, trainings, meetings, special projects and data entry.
Position – Program Coach Supervisor
Description – 3.5 Supervisors will provide leadership, coordination and coaching to Program Coaches to enhance or maintain quality in CSPP funded classrooms. By providing direction, support and direct supervision of the coaches, the Supervisor ensures high levels of performance and consistent achievement of project outcomes of CSPP providers reaching a Tier 4 or above.
Position – Program Coaches

Los Angeles County Office of Education, Head Start – State Preschool Division
 Los Angeles Universal Preschool – Sub-grant
 QRIS Budget Narrative
 Budget Period January 1, 2016 to September 30, 2016

<p>Description – 40 at 70% effort Coaches are responsible for helping recipients not only understand the QRIS but more importantly act as a partner and mentor to providers who want to increase the quality of their programs to a Tier 4 or higher. Through regular on-site quality support visits, coaches will provide feedback, technical assistance, resources and materials in order to meet the goals established as a part of the recipients’ quality improvement process. In addition, coaches may develop and conduct trainings for their providers. Coaches are responsible for documenting each visit as well as Quality Improvement Plans. These personnel play a critical role in ensuring providers progress along the Quality Continuum Framework.</p>
<p>Position - Program Leadership Consultant Supervisor</p>
<p>Description - 1 Supervisor will provide leadership, coordination and coaching to Program Leadership Consultants working with Tier 1-3 providers.</p>
<p>Position - Program Leadership Consultant</p>
<p>Description - 10 Program Leadership Coaches will coordinate all the daily efforts to directly support grant recipients. The Coaches will work with site personnel of CSPP programs to help track and coordinate data entry activities, collect and summarize reports of project activities along with assisting in the development of professional advancement opportunities for the coaching team. The coaches are responsible for helping administrators understand how improvements to program practices and policies influence the overall quality of programs and can assist with achieving Tier 4 or Tier 5 rating.</p>
<p>Position - Family Engagement Specialist Supervisor</p>
<p>Description - The 9 Family Engagement Specialist will help support programs in developing a comprehensive family engagement plan using the Strengthening Families Framework as a guide. Specialists will also help make the connections between family engagement and QRIS especially for high needs families. Assist in coordinating activities related to supporting the QRIS network and coaches in the areas of family engagement.</p>
<p>Position - Workforce Development Specialist</p>
<p>Description - The 4 specially trained Advisors will work directly with program staff to assist with the selection of required courses for various levels of the ECE permit. This includes, but is not limited to the process of applying for renewals, upgrading of all six levels, online assistance and Livescan. The Permit Workforce Advisor will also serve as a Professional Growth Advisor to document the required professional growth activities for all Permit holders.</p>
<p>Position - Environmental Improvement Specialist</p>
<p>Description - The 2 specialists will work directly with providers to assess the pre overall quality of their outdoor environment and after improvements a post assessment would be conducted. The plan will use funds allotted for outdoor enhancement (up to \$10,000 per provider) to increase the safety of outdoor spaces like surfacing or shade structures and/or provide new experiences for children such as a vegetable garden.</p>
<p>Position - Program Trainer</p>

Los Angeles County Office of Education, Head Start – State Preschool Division
Los Angeles Universal Preschool – Sub-grant
QRIS Budget Narrative
Budget Period January 1, 2016 to September 30, 2016

Description - The Program Trainer focuses on increasing teacher capacity and understanding on QCF Common Tools and Resources such as the DRDP, ASQ, ASQ-SE. This support may come in the form of trainings or collaborating with the QRIS coaches.
Position - Quality Lead Trainer
Description - The Lead Trainer will collaborate with the Administrator, Director and Coach Supervisors to develop and deliver trainings specific to the ECERS and CLASS tools.
Position - Senior Financial Analyst
Description - The Senior Financial Analyst will be responsible for all financial reporting and financial monitoring for all QRIS Block Grant funds. This includes reviewing all recipients' financial information in order to receive QRIS incentives.
Position - Research Analyst
Description - 2 Analysts conduct applied research and evaluation to inform and improve LAUP's work in areas such as young children's cognitive and social-emotional development, the quality of early care and education, the development of the Early Childhood Education workforce, and engagement of families in their children's education. The analyst designs evaluation and research projects, including quantitative and qualitative methods, collects data, conducts analyses, prepares reports, and helps to disseminate information.
Position - Legal Counsel
Description - Legal Counsel will draft and negotiate contracts for all providers and certify all legal contractual requirements are met.
Position - Legal Coordinator
Description - The Legal Coordinator will assist legal counsel in the drafting and negotiation of legal contracts.
Position - Network Capacity Analyst
Description - The Network Capacity will assist legal counsel in the drafting and negotiation of legal contracts.
Position - Compliance Analyst
Description - The 2 Compliance Analysts will require recipients to consistently adhere to pre and post requirements of grant contracts. Compliance will be routinely monitored throughout the course of the award.
Position - General Counsel
Description - Legal Counsel will draft and negotiate contracts for all providers and certify all legal contractual requirements are met.
Position - Fiscal Coach
Description - Responsible for gathering and researching resources for the PAS training sessions. Focus on the preparation of all training materials for the sessions and the presentation of respective

Los Angeles County Office of Education, Head Start – State Preschool Division
Los Angeles Universal Preschool – Sub-grant
QRIS Budget Narrative
Budget Period January 1, 2016 to September 30, 2016

material. Provide hands-on, on-site technical assistance and coaching to providers to foster continuous improvement in growth areas identified through the Program Administration Scale. Assist providers with the implementation of sound business practices as to relate to the components of the PAS.
Position - Fiscal Supervisor
Description - This position supervises the delivery of PAS overview and TA for training participants.
Position - Fiscal Compliance Analyst
Description - The 2 Fiscal Compliance Analysts will require recipients to consistently adhere to pre and post financial requirements of grant contracts. Compliance will be routinely monitored throughout the course of the award.
Position - Fiscal Reporting Analyst
Description - This assists in the delivery of PAS overview and TA for training participants.

Benefits	Total	\$1,251,419
Social Security/Medicare/Unemployment Insurance Costs – 8.5% of salary/wages earned		
Retirement Costs 4.00% of salary/wages earned		
Health Costs 18.55% of salary/wages earned		
Insurance Costs 0.95% of salary/wages earned		

Supplies	Total	\$142,760
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Materials and Supplies	Description	Amount	Quantity	Total
ASQ/ASQ-SE kits	ASQ/ASQ-SE kits for each Stage 1 provider site.	\$300.00	63.00	\$18,900
ERS manuals	ERS manuals for all classrooms at Stage 1 sites.	\$70.00	132.00	\$9,240
CLASS manuals	CLASS manuals for all classrooms at Stage 1 sites.	\$50.00	132.00	\$6,600
PAS Assessment Books	PAS manuals for Tier 1-3 providers receiving support from a Program Leadership Consultant.	\$25.00	232.00	\$5,800
Training Materials (printing, binders, dividers)	Training materials include notebooks, dividers and binders.	\$10.00	80.00	\$800

Los Angeles County Office of Education, Head Start – State Preschool Division
Los Angeles Universal Preschool – Sub-grant
QRIS Budget Narrative
Budget Period January 1, 2016 to September 30, 2016

CLASS Video Subscriptions	Video subscription for coaches to provide on-demand training.	\$57.00	80.00	\$4,560
Coach PD materials (books/resources)	Books, kits, articles to enhance support to providers and teachers on the elements of the Quality Continuum Framework.	\$5,000.00	1	\$5,000
Phones for Coaches	Coaches will be provided mobile phones to communicate with providers while making site visits.	\$200	30.00	\$6,000
Spot the Quality Brochures (150,000)	An LAUP developed resource to help educate parents on what to look for when searching for a Quality early education setting.	\$20,000	1	\$20,000
Family Engagement Lakeshore Kits	Kits developed with Lakeshore including materials and resources to enhance a site's family engagement activities and plans.	\$550.00	111.00	\$61,050
Mailing to Providers	Certified mailings to providers.	\$3.30	700	\$2,310
Supplies for Record Keeping	Binders, dividers, paper for file keeping.	1	\$2,500	\$2,500
Total				\$142,760

Travel (& Meeting)	Total	\$202,908
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Travel (& Meeting)	Description	Amount	Quantity	Total
Provider Trainings	The cost of provider trainings include venue, resources, printed materials, IT support and parking validations for attendees.	\$24,000	1	\$24,000
Professional Learning Communities	Costs for venue and materials for Program Coaches to facilitate Learning Communities for their caseload of providers	\$1,000	42	\$42,000
Coach/ Specialist/Consultant Trainings	Using data and trends from the previous program year LAUP staff will attend a series of trainings ensuring they are equipped to support providers in achieving the highest levels of quality	\$60,000	1	\$60,000
Travel to Sacramento	Travel includes hotel, airfare, taxi, per diem and incidentals.	\$2,500.00	2	\$5,000

Los Angeles County Office of Education, Head Start – State Preschool Division
Los Angeles Universal Preschool – Sub-grant
QRIS Budget Narrative
Budget Period January 1, 2016 to September 30, 2016

Mileage-Coaches for coaches and supervisors	Mileage for coach visits to recipients to conduct onsite meetings and trainings.	\$0.575	100,000.00	\$57,500
Teacher Institute Venue	Venue to hold Teacher Institute meetings.	\$10,000	1	\$10,000
Parking for Fiscal Coaches	Parking expenses for fiscal coach site visits.	\$15.00	114.00	\$1,710
Venue for Fiscal Coach Training	Fiscal coaches will provide initial training for recipients.	\$400.00	2.00	\$800
Fiscal Coach Mileage	Mileage for fiscal coach visits to recipients to conduct onsite meetings and trainings.	\$0.575	3,300.00	\$1,898
Total				\$202,908

Equipment	Total	\$ 0
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None Budgeted

Contractual

Contractual	Total			\$556,600
Contractual	Description	Amount	Quantity	Total
Teacher Institute Consultant	Experts needed to deliver the content of the Teacher Institute series	\$60,000	1	\$60,000
Child Care Alliance of Los Angeles	Contracted services with CCALA for coaching 53 FCC recipients not only understand the QRIS but more importantly act as a partner and mentor to recipients who want to increase the quality of their programs to a Tier 4 or higher.	\$467,600	1.00	\$467,600
Legal Facilities Contractor	Contracting services to provide needs to facilities and oversee the planning and construction process.	\$10,000	1	\$10,000
LAUP Information Technology	LAUP technology implementation	\$19,000	1	\$19,000
Total				\$556,600

Training Stipends	Total	\$ 0
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None Budgeted

Los Angeles County Office of Education, Head Start – State Preschool Division
Los Angeles Universal Preschool – Sub-grant
QRIS Budget Narrative
Budget Period January 1, 2016 to September 30, 2016

Incentives			Total	\$4,541,555
Grants	Description	Amount	Quantity	Total
New Provider Lakeshore Classroom Kits	Stage 1 providers (following their ERS/CLASS assessments) will be able to choose one kit of Lakeshore materials per classroom. Kits are organized in the following learning domains: Math/Science, Social-Emotional, Language and Literacy, Diversity/Differing Abilities Gross Motor/Health/Nutrition, Dual Language Learners, Children with Special Needs and Family Engagement.	\$550.00	132.00	\$72,600
Professional Development Stipend	Used per site to cover staffing costs such as substitute teachers to send teaching staff to professional development workshops and trainings. This incentive will help meet the required 21 hours of professional development in the Quality Continuum Framework.	\$2,000.00	399.00	\$798,000
Outdoor/Gross Motor Equipment	Stage 1, 2 and 3 providers can order Outdoor/gross motor equipment such as bicycles, balls, jump ropes, or sand tables to enhance their outdoor space and expand learning to the outdoor environment.	\$2,500	399.00	\$997,500
Facilities Improvement	Contracting services to provide needs to facilities and oversee the planning and construction process.	\$881,205	1.00	\$881,205
Outdoor Enhancement Grants	Used to enhance the outdoor environments of CSPP providers in order to achieve tier ratings. Allowable enhancements may include, but are not limited to gross motor materials, building a classroom garden, fix or replenish playground surfacing. Grant amounts will vary based on need of individual programming.	\$26,750	67.00	\$1,792,250
Total				\$4,541,555

Other	Total	\$281,196
--------------	--------------	------------------

Los Angeles County Office of Education, Head Start – State Preschool Division
 Los Angeles Universal Preschool – Sub-grant
 QRIS Budget Narrative
 Budget Period January 1, 2016 to September 30, 2016

Vendor - Narrative			Total
Rent - \$4,845.24 for 9 months, per FTE			\$268,911
Utilities - \$221.35 per FTE			\$12,285
Total			\$281,196

			Total
Direct Costs			\$12,293,122
Indirect Costs			\$917,409
Total Costs			\$13,210,531

Exhibit E

LAC - OCC Performance Indicators (PI) for Quality Start Los Angeles

January 2016 - September 2016

SUMMARY OF REQUIRED REPORTS

Due Date	Report(s)	Payment Plan	Submission Format	Submit To
the 12 th of every month following each quarter April 12, 2016 July 12, 2016 October 12, 2016	A progress report on all Scope of Work items (See Exhibit A) using LACOE template provided.		Electronic	Liz Guerra at Guerra_liz@laoe.edu
the 12th of each month	Cash Projections for the following month	Cash Advance	Electronic and Hard copies	Controller's Office HS_CostReport@laoe.edu
the 12 th of the month April 12, 2016 July 12, 2016 October 12, 2016	Beginning April 2016 through October 2016 submit quarterly cost report/invoice template provided by LACOE.	Reimbursement	Electronic and Hard copies	Controller's Office HS_CostReport@laoe.edu

Criminal Background Clearance Tuberculosis Clearance Certification Form

TO: Los Angeles County Office of Education
9300 Imperial Highway
Contract Section, Clark Building, #153
Downey, CA 90242-2890

FROM: Name _____
Address _____
City _____
State/Zip _____

CRIMINAL BACKGROUND CLEARANCE

The following Contractor, Contractor's employees, agents or volunteers will have **MORE THAN LIMITED CONTACT** (as defined by LACOE) with LACOE students during the term of the Contract. (Ref. Education Code Section 45125.1) *Attach and sign additional pages, as needed.*

1.	4.	7.
2.	5.	8.
3.	6.	9.

The employee(s) listed above **have been fingerprinted** as required under Education Code Section 45125.1 through procedures established by the California Department of Justice and the FBI, **and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious violent felony**, as defined by the California Penal Code.

TUBERCULOSIS CLEARANCE

The following Contractor, Contractor's employees, agents or volunteers will have **MORE THAN LIMITED OR PROLONGED CONTACT** (as defined by LACOE) with LACOE students during the term of the Contract and have received a TB test. (Ref. Education Code Section 45125.1) *Attach and sign additional pages, as needed.*

Name	Date of Test	Name	Date of Test
1.		4.	
2.		5.	
3.		6.	

The employee(s) listed above have been TB tested and have been found to be free of communicable tuberculosis. Contractor shall maintain on file the certificates from the examining physicians/surgeons showing that each of the above was examined and found free from active tuberculosis. These forms must be maintained and updated by the Contractor and be available to LACOE upon request or audit.

CERTIFICATION BY INDEPENDENT CONTRACTOR/PROVIDER

I certify that the information provided herein is true and accurate. I further declare, under penalty, that the Contractor or Independent Consultant named below **has complied and will continue to comply** with the aforementioned Education Code requirements throughout the entire contract term, and any/all subsequent amendment terms.

NAME OF COMPANY OR INDEPENDENT CONSULTANT (PLEASE PRINT)		PHONE NUMBER ()
AUTHORIZED SIGNATURE		DATE OF SIGNATURE
PRINT NAME OF SIGNATORY	PRINT TITLE OF SIGNATORY	

Exhibit H

APPLICABLE LAWS, REGULATIONS AND LACOE POLICIES INCORPORATED HEREIN BY REFERENCE

Applicable CDE regulations and other program related documents, which may be revised from time to time, are incorporated herein by reference as though set forth in their entirety. Additional copies may be obtained from the LACOE Head Start/State Preschool Division upon request. LACOE will provide Agency with copies of any/all updated or revised applicable documents. It is the obligation of the Agency to comply with the most current version of all documents. The Agency's endorsement on this Contract signifies that appropriate Agency personnel have read and understand all applicable regulations and serves to certify that Agency will abide by the provisions thereof. The failure of the Agency to examine and abide by any of the documents shall in no way relieve the Agency from obligations with respect to the requirements contained in the documents or the Contract.

- Public Law 101-336 – American with Disabilities Act (ADA) of 1990 42USC-12101
- Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children's Act of 1994
- Public Law 104-156 (Single Audit Act Amendments of 1996)
- Public Law 105-17 – Individuals with Disabilities Education Act (IDEA)
- Title 7 of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
- 29 U.S.C. 1001 et seq. (Employee Retirement Income Security Act of 1974)
- 40 U.S.C. 276a et seq (Davis Bacon Act)
- 40 U.S.C. 276a-a7 (Copeland Anti-Kickback Act)
- 5 CFR Part 733 Hatch Act
- California Health and Safety Code Part 7 California Retail Food Code
- California Department of Public Health, Immunization Branch, California Immunization Requirements for Child Care

- 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government
- California Building Code (CBC)
- Uniform Building Code (UBC)
- California Fire Code (CFC)
- National Electric Code (NEC)
- Division of the State Architect (DSA), if applicable
- County Health Code
- Occupational Safety and Health Administration (OSHA)
- Asbestos Hazard Emergency Response Act (AHERA)
- 2 CFR Part 200, Super Circular
- 28 CFR Part 36, Americans with Disabilities Act (ADA) – Standard for Accessible Design, July 1, 1994
- 29 CFR Part 5 (Department of Labor Regulations)
- 37 CFR Part 401 – Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under Government Grants, Contracts, and Cooperative Agreements
- 45 CFR Parts 1301, 1302, 1304, 1305, 1306, 1307, 1308, 1309, 1310 Head Start Program Regulations and Program Performance Standards
- 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board
- 45 CFR Part 46 – Protection of Human Subjects
- 45 CFR Part 74 – Uniform Administrative Requirements for Awards and Sub-awards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations and Commercial Organizations, and Certain Grants and Agreements with State, Local Governments, and Indian Tribal Governments
- 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services’ Effectuation of Title VI of the Civil Rights Act of 1964
- 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance

- 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting From Federal Financial Assistance
- 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- 45 CFR Part 92 - Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 45 CFR Part 93 – New Restrictions on Lobbying
- 2 CFR Part 180 – OMB Guidelines to agencies on Government-wide debarment and suspension (non-procurement) by reference in 2CFR 376
- 2 CFR Part 230 (OMB Circular A-122) Cost Principles for Nonprofit Organizations
- 2 CFR Part 225 Cost Principles of State, Local, and Indian Tribal Governments (OMB Circular A-87)
- 2 CFR Part 376 - Non- Procurement Debarment and Suspension
- CA Code of Regulations, Title II, Chapter 5, Section 8107, Non-Discrimination Clause
- California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission – Political Reform Act of 2002
- CA Department of Social Services, Community Care Licensing Division Title 22 Regulations
- CA Education Code Section 45125.1 – Fingerprinting and Background Checks
- California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
- California Labor Code
- California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
- LACOE ERSEA Policies, Guidance and Reporting System Manual
- LACOE CSPP Manual
- LACOE Procedures for Budget Adjustments and Advance Approvals (RAA/BAR Manual)

- Early Childhood Environmental Rating Scales-Revised (ECERS-R)
- Infant Toddler Environmental Rating Scales (ITERS)
- Family Child Care Environmental Rating Scales (FCCERS)
- Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for the Operation of the Early Head Start/Head Start and State Preschool Programs.

LOS ANGELES COUNTY OFFICE OF EDUCATION
Head Start-State Preschool Division

2014-2015/2016
Contract for LAC-QRIS CSPP Block Grant

Exhibit J

**Certification and Understanding of All Supplies, Equipment, Vehicles and Facilities
Constructed, Purchased or Renovated with California State Preschool Program
QRIS Block Grant Funds**

This is to certify that we shall conduct annual comprehensive physical inventory per program contract, inclusive of applicable reconciliation activities and pursuant to exhibit "E" requirement, submit a comprehensive inventory report (supplies down to site and classroom levels, equipments, facilities) to LACOE annually. All supplies, equipment, vehicles and/or facilities constructed, purchased or renovated, in whole or in part, with funds received through a contractual relationship with Los Angeles County Office of Education (LACOE), as lead for the QRIS CSPP Block Grant funds at the Los Angeles County Office of Education (LACOE), as contractor for the California Department of Education, is the property, in whole or in part, of LACOE, or the California Department of Education, Child Development Division (CDE/CDD).

It is understood and accepted by Contractor that none of the above-mentioned supplies, equipment, vehicles and/or facilities, whether Federally or State funded or both, may be used in any other program(s) or disposed of without the express written prior approval of an authorized representative(s) of LACOE.

Agency Executive Director

Date

Director, Head Start, Early Head Start and/or
State Preschool

Date

Allowable Expenditure Guidelines for the QRIS CSPP Block Grant Funds

A. Allowable Expenses

Acceptable uses of the QRIS CSPP Block Grants funds are for program enhancements and include, but are not limited to:

Staffing:

1. Professional development stipends
2. Benefits
3. Workshop/Conference fees
4. Staff meeting materials

Program Needs:

1. Instructional materials⁹ ex. Books, fine motor materials, tricycles, art supplies)
2. Curriculum materials
3. Developmental screenings or assessments
4. Teacher resource books
5. Capital Improvements (Given Block Grant limitations)

Family Engagement:

1. Parent engagement activities
2. Transition to kindergarten activities

B. Prohibited Expenses

1. Travel expenses (except local mileage costs for QRIS CSPP Block Grant activities)
2. Purchase of vehicles or other transportation equipment
3. Bad debts, including losses arising from uncollectible accounts and any related legal costs
4. Costs of amusement or entertainment activities that do not benefit children school readiness skills
5. Costs incurred after the Contract has been terminated
6. Fundraising costs
7. Personal or business loans including finance charges
8. Investment management costs
9. Costs of organization of a nonprofits cop rotation such as incorporation fees or consultant fees
10. Public relations consultant fees
11. Costs of legal consulting and accounting services incurred in prosecution

This list is pending CDE approval

Attachment II



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, CENTER FOR
IMPROVING CHILD CARE QUALITY**

FOR

**THE CALIFORNIA STATE PRESCHOOL PROGRAM QUALITY RATING
IMPROVEMENT SYSTEM BLOCK GRANT**

Contract Number: AO-16-076

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STANDARD EXHIBITS

- A STATEMENT OF WORK
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- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- I CHARITABLE CONTRIBUTIONS CERTIFICATION

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, CENTER
FOR IMPROVING CHILD CARE QUALITY
FOR
THE CALIFORNIA STATE PRESCHOOL PROGRAM QUALITY
RATING IMPROVEMENT SYSTEM BLOCK GRANT**

This Contract ("Contract") made and entered into this ____ day of _____, 2015_ by and between the County of Los Angeles, hereinafter referred to as "County" and The Regents of University of California Los Angeles (UCLA), hereinafter referred to as "Contractor". Contractor's administrative office is located at **11000 Kinross Avenue, Suite 211, LA, CA 90095-1406.**

RECITALS

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and

WHEREAS, on September 15, 2015, the County Board of Supervisors delegated authority to the Chief Executive Officer to prepare and execute sole source agreements and any and all amendments as needed with UCLA to provide assessments and ratings of child care providers and center staff; and

WHEREAS, the contractor will utilize the funding to conduct 24 full ratings of centers using the California State Preschool Quality Rating and Improvement System, Race to the Top – Early Learning Challenge Quality Continuum Framework Hybrid Rating Matrix criteria; and

WHEREAS, the California Department of Education will provide up to **\$121,908** in funding from the California State Preschool Program Quality Rating Improvement System Block Grant to fund this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT G - Jury Service Ordinance
- 1.8 EXHIBIT H - Safely Surrendered Baby Law

Unique Exhibits:

SB 1262 - Nonprofit Integrity Act of 2004

- 1.9 EXHIBIT I - Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on December 1, **2015**, or upon the date of approval by the County, whichever is later,

through December 31, 2015, subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Contract, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.

5.0 CONTRACT SUM

- 5.1 The Maximum Amount of this Contract shall be **One hundred twenty one thousand nine hundred eight dollars (\$121,908)**, for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract in excess of the maximum not-to-exceed cost will be borne by the Contractor.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit D - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such

payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**County of Los Angeles
Chief Executive Office, Service Integration Branch
222 South Hill Street, 5th Floor
Los Angeles, CA 90012
Attention: Renita Bowlin, Chief Program Specialist**

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the County's Project Director may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Project Manager

The role of the County's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this

Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit E - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

- 7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

- 7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal,

State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by Chief Executive Officer or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Chief Executive Officer or his/her designee.

8.1.3 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Chief Executive Officer or his/her designee.

8.2 Assignment and Delegation

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any

of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County

shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or

that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5)

years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or

continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this

Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Sub-Contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from

other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the

Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**County of Los Angeles
Chief Executive Office, Service Integration Branch
222 South Hill Street, 5th Floor
Los Angeles, CA 90012
Attention: Renita Bowlin, Chief Program Specialist**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General

Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and two (\$2) million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Executive Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Executive Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Executive Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Executive Officer, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County

for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment

or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.38 - Record Retention and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify

the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given

to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. The Contractor shall ensure delivery of all such documents to:

**County of Los Angeles
Chief Executive Office, Service Integration Branch
222 South Hill Street, 5th Floor
Los Angeles, CA 90012
Attention: Renita Bowlin, Chief Program Specialist**

before any Sub-Contractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subparagraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as

otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.38, Record Retention and Inspection-Audit Settlement.

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of

the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any

determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance,

County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 **Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor’s or its officers’, employees’, or agents’, access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 **Contractor’s Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions

without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____ Date _____
SACHI A. HAMAI
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
David Beaudet
Senior Deputy County Counsel

The Regents of UCLA, Center for
Improving Child Care Quality

By _____
Miesha Bailey
Contract and Grant Officer

95-6006143
Tax Identification No.

STATEMENT OF WORK

CALIFORNIA STATE PRESCHOOL PROGRAM QRIS BLOCK GRANT

SCOPE OF WORK

DECEMBER 1, 2015- DECEMBER 31, 2015

Project Name: LA COUNTY CSPP QRIS BLOCK GRANT**Lead Agency:** UCLA Center for Improving Child Care Quality (CICCCQ)**Total Number of Quality Rating Observations:** Up to 24 ratings

OBJECTIVES (Include who, what, when, where, how, and how much for each objective.)	ACTIVITIES (Indicate activities leading to fulfillment of each objective. Include benchmarks or milestones in chronological order. Include quantity or frequency of activities.)	TIMELINE (Indicate start and end period.)	DELIVERABLES Indicate date which each deliverable is due.
Outcome #1: Conduct up to 24 CSPP full ratings of centers using CSPP QRIS/RTT-ELC Quality Continuum Framework Hybrid Rating Matrix criteria, including portfolio review. The number of reviews conducted depends on OCC's ability to recruit, prepare, and refer programs to CICCCQ for review, as well as program attrition rates.			
Objective 1.1: <i>Hire, train and maintain reliability of reviewers</i> Who: CICCCQ Project Director, Project Manager, Project Administrator, Project Trainer/Anchor and Quality Reviewers	a. Maintain reliability for up to 4 quality reviewers. Test for inter-rater reliability every 3 months. Hold weekly meetings with quality review staff. Who: CICCCQ Project Director, Data Manager, Project Manager, Project Trainer/Anchor and Quality Reviewers	December 2015	Reliability results included with monthly reports.
	b. Maintain trainer/anchor reliability. Ensure project anchor completes trainer recertification with Teachstone and participates in professional development activities and/or state-wide reliability checks conducted by CDE/First 5 California for regional anchors. Who: Project Director, Project Manager, Project Trainer/Anchor and Project Administrator	December 2015	Updates on anchor activities included in monthly reports.
Objective 1.2: <i>Conduct Quality Reviews</i> Who: CICCCQ Project Director, Data Manager, Project Manager, and Quality Reviewers, Data Entry Staff	a. Manage all logistics of scheduling, conducting quality reviews, receiving and preparing data for analysis Who: CICCCQ Project Director, Data Manager, Project Manager, Quality Reviewers & Data Entry Staff	December 2015	Summary of activities, reviews scheduled, completed and canceled, included in monthly reports.
	b. Provide technical assistance to quality reviewers on daily basis for trouble shooting issues that may arise in the field and weekly staff meetings to clarify data collection protocols.	December 2015	Summary of any issues encountered provided in monthly reports.

<u>OBJECTIVES</u> (Include who, what, when, where, how, and how much for each objective.)	<u>ACTIVITIES</u> (Indicate activities leading to fulfillment of each objective. Include benchmarks or milestones in chronological order. Include quantity or frequency of activities.)	<u>TIMELINE</u> (Indicate start and end period.)	<u>DELIVERABLES</u> Indicate date which each deliverable is due.
	Who: CICCQ Project Manager		
	c. Provide quality review facilitator for programs to contact to facilitate successful completion of on-site reviews, including daily telephone access, site visit feedback forms and to resolve any unanticipated issues on the day of scheduled review. Who: CICCQ Project Manager and Quality Reviewers	December 2015	Summary of any issues encountered provided in monthly reports.
	d. Complete up to 24 reviews of child care centers. Analyze data and report CSPP QRS scores. Share results with OCC staff and track all QRS scores in Excel database. Who: CICCQ Project Director, Data Manager, Project Manager, Quality Reviewers, Data Entry Staff	December 2015	Score reports submitted 2-4 weeks post review in Excel spreadsheet and as individual program reports.
Objective 1.3: Prepare database inclusive of all CSPP QRS reviews conducted in December 2015. Who: CICCQ Project Director, Project Manager, Data Manager, Project Administrator	a. Prepare database files in Excel inclusive of all CSPP QRS reviews completed from December 1-18 2015. Who: CICCQ Project Director, Data Manager, Project Manager, Project Administrator	December 2015	Database files in Excel of all new CSPP QRS reviews conducted. Includes scores from sites whose observations are completed by December 18, 2015. Files submitted December 31, 2015.
Outcome #2: Support Overall Implementation of CSPP QRIS			
2.1: <i>Maintain ongoing communication with OCC about project status and implementation issues</i> Who: CICCQ PI, Project Director, Project Manager, Data Manager, Project Administrator	a. Prepare monthly progress reports on implementation process and quality reviews as completed. Who: CICCQ Project Director, Data Manager, Project Manager	December 2015	Progress reports corresponding to previous month, submitted by the 10 th of each month.
	b. Consult with OCC staff on ongoing basis regarding various aspects of CSPP QRIS implementation, including: <ul style="list-style-type: none"> • Reporting of scores • Tracking program scheduling • Modifications to portfolio documentation process • Approaches to evaluating strengths and weaknesses of QRIS 	December 2015	Documentation of support or information provided to OCC included in monthly reports.

EXHIBIT A

<u>OBJECTIVES</u> (Include who, what, when, where, how, and how much for each objective.)	<u>ACTIVITIES</u> (Indicate activities leading to fulfillment of each objective. Include benchmarks or milestones in chronological order. Include quantity or frequency of activities.)	<u>TIMELINE</u> (Indicate start and end period.)	<u>DELIVERABLES</u> Indicate date which each deliverable is due.
	<ul style="list-style-type: none"> Database management and sharing of program scores Who: CICCQ PI, Project Director, Project Manager,		
	c. Consult with OCC staff as needed regarding project planning, transitioning ratings to OCC, and fiscal monitoring. Who: CICCQ PI, Project Director, Project Administrator	December 2015	Summary of any consultation topics included in monthly report.

Pricing Schedule

See Attached

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:Name: Cheri ThomasTitle: Senior Manager, CEOAddress: 222 South Hill StreetLA, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:Name: Renita BowlinTitle: Chief Program SpecialistAddress: 222 South Hill StreetLos Angeles, CA 90012

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Carollee HowesTitle: Professor/Project ManagerAddress: 11000 Kinross Avenue, Suite 211Los Angeles, CA 90095-1406

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)Name: Miesha BaileyTitle: Contract and Grant Officer

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME : _____
Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving
The Regents of UCLA - CSPP
Contract Number: AO-16-076

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME:

POSITION:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury

service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

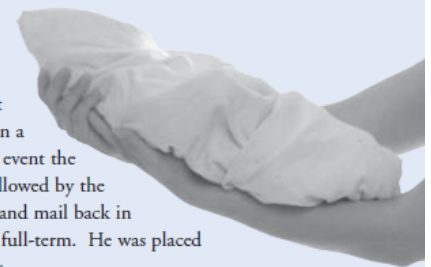
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)